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NEW DELHI, SATURDAY, DECEMBER 24, 1994/PAUSA 3, 1916

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a
separate compilation

पृष्ठ II—भाग 3—उप-भाग (II)

PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए आवधिक आदेश और अधिसूचनाएं
Orders and Notifications issued by the Ministries of the Government
of India (other than the Ministry of Defence)

समाहृतिय केन्द्रीय उत्पाद शुल्क एवं सीमा शुल्क

अधिसूचना संख्या 250/94

अधिसूचना संख्या 249/94

इन्दौर, 5 दिसम्बर, 1994

का.प्र. 3517:—इन्दौर समाहृतिय के निम्नलिखित सहायक
समाहृती, केन्द्रीय उत्पाद शुल्क समूह "क" निवर्तन आयु प्राप्त करने पर
उनके नाम के सामने दर्शाये गये दिनांक से शासकीय सेवा से निवृत्त हुए:

नं./श्री	
01. डा. एल. विश्वरर्णीय	30-09-1994 (अपराहृत)
02. के.के. मिश्रा	30-09-1994 (अपराहृत)

[प.सं. II (3) 9-गप/93]

गोविन्दन शे. तंपो, समाहृती

CENTRAL EXCISE COLLECTORATE

NOTIFICATION NO. 249/94

Indore, the 5th December, 1994

S.O. 3517.—The following Assistant Collectors, Central
Excise Group 'A' of Indore Collectorate having attained the
age of superannuation, retired from Government service from
the dates shown against their names:—

S/Shri

01. D. L. Pijavargi—30-09-1994 (A.N.).
02. K. K. Mishra—30-09-1994 (A.N.).

[C. No. II(3)/9-Con./93]

GOVINDAN S. TAMPI, (Collector)

का.प्र. 3518:—इन्दौर समाहृतिय के निम्नलिखित अधीक्षक,
केन्द्रीय उत्पाद शुल्क समूह "ख" निवर्तन आयु प्राप्त करने पर उनके
नाम के प्रागे दर्शाये गये दिनांक से शासकीय सेवा से निवृत्त हुए:—

सर्व/श्री

01. ए.बी. ठाकुर	30-09-1994 (अपराहृत)
02. एन.एस. डंगे	31-10-1994 (अपराहृत)
03. के.सी. ठाकुर	31-10-1994 (अपराहृत)

[प.सं. II (3) 9-गप/93]

गोविन्दन शे. तंपो, समाहृती

NOTIFICATION NO. 250/94

Indore, the 5th December, 1994

S.O. 3518.—The following Superintendents, Central Excise
Group 'B' of Indore Collectorate having attained the age of
superannuation retired from Government service from the
dates shown against their names:—

S/Shri

01. A. B. Thakur—30-09-1994 (A.N.).
02. S. S. Dange—31-10-1994 (A.N.).
03. K. C. Thakur—31-10-1994 (A.N.).

[F. No. II(3)9-Con./93]

GOVINDAN S. TAMPI, Collector

परमाणु ऊर्जा विभाग

आदेश

बम्बई, 24 नवम्बर, 1994

का. आ. 3519:—केंद्रीय सिविल सेवाएं (वर्गीकरण, नियंत्रण एवं अपील) नियमावली 1965, के नियम 9 के उप-नियम (2), नियम 12 के उप नियम (2) के खंड (ख) एवं नियम 24 के उप नियम (1) के अनुसरण में राष्ट्रपति यह निर्देश करते हैं कि भारत के राजपत्र में दिनांक 22 मई, 1993 को प्रकाशित, दिनांक 3 मई, 1993 के स्थायी आदेश एस.ओ. सं. 1044, में निम्नलिखित संशोधन किए जाएंगे:—

1. उपर्युक्त आदेश की अनुसूची में:—

(i) सामान्य केंद्रीय सेवाएं वर्ग (ग) के भाग II शीर्षक के अधीन मद 1 एवं 8 और उनसे संबंधित प्रविष्टियों के स्थान पर निम्नलिखित मदों एवं प्रविष्टियों को प्रतिस्थापित किया जाएगा:—

(1)	(2)	(3)	(4)	(5)	(6)
1. विभाग के सचिवालय में पद	विशेष कार्य अधिकारी (प्रशा.)	विशेष कार्य अधिकारी (प्रशा.)	सभी	अपर सचिव/संयुक्त सचिव	
8. नाभिकीय ईंधन सम्मिश्र (एनएफसी) में पद	प्रबंधक (पी एण्ड ए) नाभिकीय ईंधन सम्मिश्र	प्रबंधक (पी एण्ड ए) नाभिकीय ईंधन सम्मिश्र	सभी	मुख्य कार्यपालक नाभिकीय ईंधन सम्मिश्र	

(ii) सामान्य केंद्रीय सेवाएं वर्ग (घ) के शीर्ष भाग II के मद 1 एवं 8 और उनसे संबंधित प्रविष्टियों के स्थान पर निम्नलिखित मदों एवं प्रविष्टियों को प्रतिस्थापित किया जाएगा:—

(1)	(2)	(3)	(4)	(5)	(6)
1. विभाग के सचिवालय में पद	अवर सचिव (प्रशा.)	अवर सचिव (प्रशा.)	सभी	विशेष कार्य अधिकारी (प्रशा.)	
8. नाभिकीय ईंधन सम्मिश्र में पद	प्रशासनिक अधिकारी-III, नाभिकीय ईंधन सम्मिश्र	प्रशासनिक अधिकारी-III, नाभिकीय ईंधन सम्मिश्र	सभी	प्रबंधक (पी एण्ड ए), नाभिकीय ईंधन सम्मिश्र	

[सं. 1/6 (1)/94-बीजे/395]

एस. एस. हिरवे, अवर सचिव

DEPARTMENT OF ATOMIC ENERGY
ORDER

Bombay, the 24th November, 1994

S.O. 3519.—In pursuance of sub-rule (2) of Rule 9, clause (b) of sub-rule (2) of Rule 12 and sub-rule (1) of rule 24 of the Central Civil Services (Classification, Control and Appeal) Rules 1965, the President hereby directs that the following amendment shall be made in the S.O. No. 1044 dated the 3rd May, 1993 published in the Gazette of India dated the 22nd May, 1993, namely:—

1. In the Schedule to the aforesaid order—

(i) Under the heading Part II General Central Services Group (C) for item 1 and 8 and entries relating thereto, the following items and entries shall be substituted namely:—

(1)	(2)	(3)	(4)	(5)	(6)
1. Posts in the Secretariat of the Department	Officer on Special Duty (Admn.)	Officer on Special Duty (Admn.)	All	Additional Secretary/Joint Secretary	
8. Posts in the Nuclear Fuel Complex (NFC)	Manager (P&A) Nuclear Fuel Complex	Manager (P & A) Nuclear Fuel Complex	All	Chief Executive, Nuclear Fuel Complex	

(ii) Under the heading Part III General Central Services Group (D) for item 1 and 8 and entries relating thereto, the following item and entries shall be substituted namely:—

(1)	(2)	(3)	(4)	(5)	(6)
1. Posts in the Secretariat of the Department	Under Secretary (Admn.)	Under Secretary (Admn.)	All	Officer on Special Duty (Admn.)	
8. Posts in the Nuclear Fuel Complex	Adm. Officer III, Nuclear Fuel Complex	Adm. Officer III, Nuclear Fuel Complex	All	Manager (P & A), Nuclear Fuel Complex	

[No. 1/6(1)/94-V F./395]

S.S. HIRVE, Under Secy.

स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य विभाग)

शुद्धि पत्र

नई दिल्ली, 12 दिसम्बर, 1994

का.आ. 3520.—केन्द्रीय सरकार, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 3 के खंड (च) के अनुसार तथा इस मंत्रालय के दंतो संबंधी की 9 दिसम्बर, 1994 की अधिसूचना के प्रतिस्थापन में मौजूदा सदस्यों, जिनकी सदस्यता अद्वि 15-10-1994 की समाप्त हो गई, के स्थान पर निम्नलिखित व्यक्तियों का 8-12-1994 से भारतीय दन्त परिषद का सदस्य नामनिर्दिष्ट करती है, नामतः:

1. डा. पी. रामचन्द्र रेड्डी, प्रधानाचार्य, गवर्नमेंट दन्त कालेज एवं अस्पताल, हैदराबाद।
2. डा. के. के. मल्होत्रा, प्रो. एवं पीरियोडेंटिक्स के विभागाध्यक्ष, दन्त कालेज, के.जी. एम. जी. लखनऊ।
3. डा. शरद बसंत भगत, प्रो. विभागाध्यक्ष एवं प्रधानाचार्य, के.एल.ई. सोसायटी दन्त कालेज, बेलगांव।
4. डा. अरविन्द कुमार, प्रोस्थोडेंटिस्ट, एच-15, मेन मार्केट, राजौरी गार्डन, नई दिल्ली।

यतः, जब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) के साथ पठित धारा 3 के खंड (च) के प्रवृत्त में, भारत सरकार के स्वास्थ्य और परिवार कल्याण मंत्रालय (स्वास्थ्य विभाग) की अधिसूचना सं. का. आ. 430 तारीख 24 जनवरी, 1984 में निम्नलिखित संशोधित करती है :—

उक्त अधिसूचना में, "धारा 3 के खंड (च) के अधीन नामनिर्दिष्ट" शीर्ष के अन्तर्गत क्रम संख्यांक 2 से 4 तथा 6 तथा उसके संबंधित प्रविष्टियों के स्थान पर निम्नलिखित क्रम संख्यांक और प्रविष्टियां प्रतिस्थापित की जाएंगी, अर्थात् :—

1	2	3	4	5
2.	डा. पी. रामचन्द्र रेड्डी, प्रधानाचार्य, गवर्नमेंट दन्त कालेज, एवं अस्पताल, हैदराबाद।	नामनिर्दिष्ट	केन्द्रीय सरकार	8-12-94
3.	डा. के. के. मल्होत्रा, प्रो. एवं पीरियोडेंटिक्स के विभागाध्यक्ष, दन्त कालेज, के.जी.एम. सी., लखनऊ।	नामनिर्दिष्ट	केन्द्रीय सरकार	8-12-94
4.	डा. शरद बसंत भगत, प्रो. विभागाध्यक्ष एवं प्रधानाचार्य, के.एल.ई. सोसायटी दन्त कालेज, बेलगांव।	नामनिर्दिष्ट	केन्द्रीय सरकार	8-12-94
6.	डा. अरविन्द कुमार, प्रोस्थोडेंटिस्ट, एच-15, मेन मार्केट, राजौरी गार्डन, नई दिल्ली।	नामनिर्दिष्ट	केन्द्रीय सरकार	8-12-94

[सं. धी-12013/5/94—पी.एम.एस.]

पब्लिक परंती, दि. 8/12/94

MINISTRY OF HEALTH & FAMILY WELFARE

(Department of Health)

CORRIGENDUM

New Delhi, the 12th December, 1994

S.O. 3520.—Whereas in pursuance of clause (f) of Section 3 of the Dentists Act, 1948 (16 of 1948) and in substitution of this Ministry notification of even number dated the 9th December, 1994 the following persons have been nominated by the Central Government to be members of the Dental Council of India with effect from 8-12-94 in place of the existing members whose term expired on 15-10-1994 namely :—

1. Dr. P. Ramachandra Reddy,
Principal, Government Dental College & Hospital,
Hyderabad.
2. Dr. K. K. Malhotra.
Prof. & Head Department of Periodontics Dental
College,
King George Medical College, Lucknow.

3. Dr. Sharad Vasant Bhagwat,

Prof. HOD & Principal K.L.E. Society's Dental
College, Belgaum.

4. Dr. Arvind Kumar,

Prosthodontist, H-15, Main Market, Rajouri Garden,
New Delhi.

Now, therefore, in pursuance of Clause (f) of Section 3 read with sub-section (1) of section 6 of the said Act the Central Government hereby makes the following amendments in the notification of the Government of India in the Ministry of Health & Family Welfare (Department of Health), No. 430 dated 24th January, 1984.

In the said notification, under the heading 'Nominated under clause (f) of Section 3, for serial numbers 3 to 4 and 6, and the entries relating thereto, the following serial numbers and entries relating thereto shall be substituted, namely :—

1	2	3	4	5
2.	Dr. P. Ramachandra Reddy, Principal, Govt. Dental College & Hospital, Hyderabad.	Nominated	Central Government	8-12-94
3.	Dr. K.K. Malhotra, Prof. & Head Deptt., of Periodontics Dental College, King George Medical College, Lucknow.	Nominated	Central Government	8-12-94
4.	Dr. Sharad Vasant Bhagwat, Prof. HOD & Principal, K.L.E. Society's Dental College, Belgaum.	Nominated	Central Government	8-12-94
6.	Dr. Arvind Kumar, Prosthodontist, H-15, Main Market. Rajouri Garden, New Delhi.	Nominated	Central Government	8-12-94

नागर विमानन और पर्यटन मंत्रालय

सारणी

(नागर विमानन विभाग)

नई दिल्ली, 17 नवम्बर, 1994

का.प्र. 3521:—पवन हंस लि. के शपथ और संगम अनुच्छेद के अनुच्छेद 38 (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, राष्ट्रपति इस मंत्रालय की तारीख 17-1-1991 की समय-समय पर यथासंशोधित अधिसूचना संख्या एवी-13015/81/88-एसीबीएल द्वारा गठित पवन हंस लि. के निदेशक मंडल के कार्यकाल की जो दिनांक 10-1-1994 की अधिसूचना संख्या एवी-13015/28/92-एसीबीएल द्वारा 16-7-94 तक बढ़ाया गया था दिनांक 16-7-1994 से और आगे छ: महीने के लिए बढ़ाने की स्वीकृति प्रदान करते हैं।

[काइल संख्या एवी-13015/28/92-एसीबीएल]

एम. भट्टाचारजी, प्रवर सचिव

MINISTRY OF CIVIL AVIATION AND TOURISM

(Department of Civil Aviation)

New Delhi, the 17th November, 1994

S.O. 3521.—In exercise of the powers conferred by Article 38(a) of the Memorandum and Articles of Association of the Pawan Hans Limited, the President is pleased to convey approval to further extension for six months beyond 16-7-1994 of the term of the Board of Directors of Pawan Hans Limited, constituted vide this Ministry's notification No. AV. 13015/81/88-ACVL, dated the 17th January, 1991 and as amended from time to time term of which had been extended upto 16-7-1994 vide notification No. AV. 13015/28/92-ACVL, dated 10th January, 1994.

[F. No. AV. 13015/28/92-ACVL]

M. BHATTACHARJEE, Under Secy.

नई दिल्ली, 28 नवम्बर, 1994

का.प्र. 3522:—केन्द्रीय सरकार, सरकारी स्थान (अप्रतिष्ठित अधिकारियों की देखरेख) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारत सरकार के पर्यटन और नागर विमानन की अधिसूचना का.प्र. संख्या 1912, तारीख 26 मई, 1979 और परिवहन मंत्रालय (नागर विमानन विभाग) की अधिसूचना का.प्र. सं. 3879, तारीख 23 अक्टूबर, 1986 को उन बातों के सिवाय अधिकृत करने हुए, जिन्हें किया गया है या करने का शेष किया गया है, नीचे दी गई सारणी के स्तंभ 1 में उल्लिखित भारत अंतरराष्ट्रीय विमान पत्तन प्राधिकरण अधिकारियों को, जो सरकार के राजपत्रित अधिकारियों के रैंक के समतुल्य अधिकारी हैं, उक्त अधिनियम के प्रयोजनों के लिए सम्पदा अधिकारी नियुक्त करती हैं जो उक्त सारणी के स्तंभ 2 में विनिर्दिष्ट सरकारी स्थानों के संबंध में अपनी-अपनी अधिकारिता की स्थानीय सीमाओं के भीतर उक्त अधिनियम द्वारा या उसके अधीन संपदा अधिकारियों को प्रदत्त शक्तियों का प्रयोग और अधिरोपित कर्तव्यों का पालन करेंगे।

अधिकारियों का नाम

सरकारी स्थान के प्रवर्ग और अधिकारिता की स्थानीय सीमाएं

1

2

विमानपत्तन निदेशक, इंदिरा गांधी अंतरराष्ट्रीय विमानपत्तन, दिल्ली।

दिल्ली में विमानपत्तन टर्मिनल और स्थोरा टर्मिनल भवनों में स्थित भारत अंतरराष्ट्रीय विमान पत्तन प्राधिकरण के या उसके द्वारा और उसके प्रशासनिक नियंत्रण के अधीन पट्टे पर लिए गए स्थान।

उप महाप्रबंधक, (कामिक), इंदिरा गांधी अंतरराष्ट्रीय विमानपत्तन, दिल्ली।

दिल्ली में विमान पत्तन टर्मिनल और स्थोरा टर्मिनल भवनों से भिन्न भारत अंतरराष्ट्रीय विमान पत्तन प्राधिकरण के या उसके द्वारा और उसके प्रशासनिक नियंत्रण के अधीन पट्टे पर लिए गए स्थान।

विमानपत्तन निदेशक, सहार अंतरराष्ट्रीय विमानपत्तन, मुम्बई।

मुम्बई में विमानपत्तन टर्मिनल और स्थोरा टर्मिनल भवनों में स्थित भारत अंतरराष्ट्रीय विमानपत्तन प्राधिकरण के या उसके द्वारा और उसके प्रशासनिक नियंत्रण के अधीन पट्टे पर लिए गए स्थान।

उप महाप्रबंधक (कामिक), सहार अंतरराष्ट्रीय विमानपत्तन, मुम्बई।

मुम्बई में विमानपत्तन टर्मिनल और स्थोरा टर्मिनल भवनों से भिन्न भारत अंतरराष्ट्रीय विमानपत्तन प्राधिकरण के या उसके द्वारा और उसके प्रशासनिक नियंत्रण के अधीन पट्टे पर लिए गए स्थान।

विमानपत्तन निदेशक, अमरा अंतरराष्ट्रीय विमानपत्तन, मद्रास।

मद्रास में उनकी अपनी-अपनी अधिकारिता की स्थानीय सीमाओं के भीतर स्थित भारत अंतरराष्ट्रीय विमानपत्तन प्राधिकरण के या उसके द्वारा और उसके प्रशासनिक नियंत्रण के अधीन पट्टे पर लिए गए स्थान।

विमानपत्तन निदेशक, बमबम, कलकत्ता।

कलकत्ता में उनकी अपनी-अपनी अधिकारिता की स्थानीय सीमाओं के भीतर स्थित भारत अंतरराष्ट्रीय विमानपत्तन प्राधिकरण के या उसके द्वारा और उसके प्रशासनिक नियंत्रण के अधीन पट्टे पर लिए गए स्थान।

विमानपत्तन निदेशक, ज़िरेन्द्रम

ज़िरेन्द्रम में उनकी अपनी-अपनी अधिकारिता की स्थानीय सीमाओं के भीतर स्थित भारत अंतरराष्ट्रीय विमानपत्तन प्राधिकरण के या उसके द्वारा और उसके प्रशासनिक नियंत्रण के अधीन पट्टे पर लिए गए स्थान।

[संख्या ए.वी.-24032/08/89-एए (बीई)]

हृषिकेश सिंह संधु, प्रवर सचिव

New Delhi, the 28th November, 1994

S.O. 3522 .—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971) and in supersession of the notifications of the Government of India in the Ministry of Tourism and Civil Aviation S.O. No. 1912, dated the 26th May, 1979 and Ministry of Transport (Department of Civil Aviation) S.O. No. 3879, dated the 23rd October, 1986, except as respects things done or omitted to be done before such supersession, the Central Government hereby appoints the officers of the International Airports Authority of India mentioned in column 1 of Table below, being the officers equivalent to the rank of Gazetted officers of the Government, to the Government, to be estate Officers, for the purposes of the said Act, who shall exercise the powers conferred and perform the duties imposed on estate Officers by or under the said Act within the local limits of their respective jurisdiction in respect of the Public Premises specified in column 2 of the said Table.

TABLE

Designation of the Officers	Categories of Public Premises and local limits of Jurisdiction
1	2
Airport Director, Indira Gandhi International Airport Delhi.	Premises belonging to or taken on lease by and under the administrative control of the International Airports Authority of India situated within the airport terminal and cargo terminal buildings at Delhi.
Deputy General Manager (Personnel), Indira Gandhi International Airport	Premises belonging to or taken on lease by and under the administrative control of the International Airports Authority of India other than the airport terminal and Cargo terminal buildings at Delhi.
Airport Director, Sahar International Airport, Bombay	Premises belonging to or taken on lease by and under the administrative control of the International Airports Authority of India situated within the airport terminal and cargo terminal buildings at Bombay.
Deputy General Manager (Personnel), Sahar International Airport, Bombay	Premises belonging to or taken on lease by and under the administrative control of the International Airports Authority of India other than the airport terminal and cargo terminal buildings at Bombay.
Airport Director, Anna International Airport, Madras	Premises belonging to or taken on lease by and under the administrative control of the International Airports Authority of India situated within the local limits of their respective jurisdiction at Madras.
Airport Director, Dum Dum Calcutta.	Premises belonging to or taken on lease by and under the administrative control of the International Airports Authority of India situated within the local limits of their respective jurisdiction at Calcutta.
Airport Director, Trivandrum	Premises belonging to or taken on lease by and under the administrative control of the International Airports Authority of India situated within the local limits of their respective jurisdiction at Trivandrum.

[No. AV. 24032/06/89-AA(VE)]

H.S. SANDHU, Under Secy.

दिल्ली विकास प्राधिकरण

सार्वजनिक-सूचना

नई दिल्ली, 24 दिसम्बर, 1994

का.आ. 3523.—केन्द्रीय सरकार का दिल्ली मुख्य योजना—2001/क्षेत्रीय विकास योजना में निम्नलिखित संशोधन करने का प्रस्ताव है, जिन्हें एतद्वारा जनता की जानकारी के लिए प्रकाशित किया जाता है। प्रस्तावित संशोधनों के संबंध में किसी व्यक्ति को कोई आपत्ति हो अथवा सुझाव देना हो तो वह आपत्ति/सुझाव लिखित रूप में आयुक्त एवं सचिव, दिल्ली विकास प्राधिकरण, विकास सदन, “बी” ब्लॉक, आई.एन.ए., नई दिल्ली को इस सूचना के जारी होने की तिथि से 30 दिन की अवधि के अन्दर भेज दें। आपत्ति करने/सुझाव देने वाले व्यक्ति को अपना नाम एवं पता भी अवश्य देना चाहिए।

संशोधन :—

1. भारत के राजपत्र के पृष्ठ—122, भाग—II, खण्ड—3, उपखण्ड (ii) असाधारण एस.ओ.सं.—606 ई. दिनांक. 1-8-90, दायीं हाथ के कॉलम में, दूसरे पैरा के नीचे “बंगलो क्षेत्र” शीर्षक के अंतर्गत निम्नलिखित पैरा जोड़ा जाना है :—

“बंगलो क्षेत्र का सीमांकन :—सिविल लाइन्स (जोन सी)

लगभग 250 हैक्टेयर वाले बंगलो क्षेत्र में उपक्षेत्रों सी-2 (आई. पी. कॉलेज) और सी-3 (सिविल लाइन्स) के क्षेत्र शामिल होंगे। इसकी सीमा अंतर्राज्यीय बस अड्डे से बाहरी रिंग रोड के साथ, पश्चिम में रिज बाउण्डरी, अंतर्राज्यीय बस अड्डे पर रिंग रोड से मिलने वाले बुलवर्ड रोड (कुवसिया रोड) तक होगी”

2. भारत के राजपत्र असाधारण के पृष्ठ—160 पर, पैरा—(1) के अंतर्गत बायीं ओर के कॉलम में निम्नलिखित जोड़ने का प्रस्ताव किया जाता है :—

बंगलो क्षेत्र—सिविल लाइन्स (जोन सी)

I. आवासीय—बंगलो प्लॉट (4,000 वर्ग मी. और अधिक)

- | | |
|----------------|-----------------------------------|
| (क) भूतल कवरेज | 25% |
| (ख) एफ.ए.आर. | 75 |
| (ग) ऊंचाई | 11 मी. |
| (घ) सघनता | प्रति हैक्टेयर में 38 आवासीय इका. |

(च) सामने न्यूनतम गली की चौड़ाई 13.5 मीटर

II. अन्य आवासीय प्लॉट

4,000 वर्ग मी. से कम के प्लॉटों के लिए विकास के मानक निम्नानुसार होंगे :—

प्लॉट का आकार (वर्ग मीटर)	अधिकतम भूतल कवरेज	एफ.ए.आर.	अधिकतम ऊंचाई (मीटर)	आवासीय इकाईयों की संख्या
4000 से नीचे	33.33	75	11	प्रति हैक्टेयर 38 आवासीय इकाईयां

टिप्पणी :—सामने की गलियां न्यूनतम 13.5 मी. चौड़ी होनी चाहिए।

III. अन्य नियंत्रक

क. तहखाना, यदि हो तो, एफ.ए.आर. में उसकी गिनती की जानी चाहिए यदि पार्किंग/सिक्कों के लिए इस्तेमाल न किया गया हो।

ख. विद्यमान आवासीय प्लॉटों को उप विभाजित करने की अनुमति नहीं होगी।

ग. आवासीय उपयोग से अन्य उपयोग के प्लॉट।

दिल्ली मुख्य योजना—2001 के विकास मानकों के अतिरिक्त विद्यमान निम्न घनत्व स्वरूप को बनाए रखने के लिए शहरी निर्माण संबंधी अध्ययन किया जाए।

3. योजना जोन (डिविजन) “सी” के अंतर्गत आने वाले और उत्तर में हकीकत नगर वाले, दक्षिण में दि.वि.आ. की आवास योजना और माल रोड, पूर्व में सरकारी भूमि (उपयोग निर्धारित नहीं हैं) से घिरे हुए लगभग 5.00 हैक्टेयर (12.35 एकड़) क्षेत्र के भूमि उपयोग को भी “आवासीय” से “सार्वजनिक और अर्द्धसार्वजनिक सुविधाओं” (प्रसारण केन्द्र) में परिवर्तित किया जाना प्रस्तावित है।

4. “योजना जोन (डिविजन) “सी” के अंतर्गत आने वाले और उत्तर और पश्चिम में दिल्ली विश्वविद्यालय क्षेत्र, दक्षिण में विद्यमान पार्क और रोड और पूर्व में विश्वविद्यालय क्षेत्र और रोड से घिरे हुए लगभग 1 हैक्टेयर (2.47 एकड़) क्षेत्र के भूमि उपयोग को “आवासीय” से “पब्लिक” (बस टिपो) में परिवर्तित किया जाना प्रस्तावित है।”

उपर्युक्त प्रस्ताव दर्शाने वाला नक्का संयुक्त निदेशक, विकास मीनार, छठी मंजिल, आई.पी.एस्टेट, नई दिल्ली के कार्यालय में सभी कार्य। दिवसों को उपर्युक्त अवधि के दौरान निरीक्षण के लिए उपलब्ध रहेगा।

[सं. फा. 20(12)/93-एम.पी.1]
विश्व मोहन बंसल, आयुक्त एवं सचिव

DELHI DEVELOPMENT AUTHORITY

PUBLIC NOTICE

New Delhi, the 24th December, 1994

S.O. 3523.—The following modifications which the Central Government proposes to make in the Master Plan for Delhi-2001 (Zonal Development Plan) are hereby published for public information. Any person having any objection or suggestion with respect to the proposed modifications may send the objection/suggestion in writing to the Commissioner-cum-Secretary, Delhi Development Authority Vikas Sadan, 'B' Block, INA, New Delhi, within a period of 30 days from the date of issue of this notice. The person making objection/suggestion should also give his name and address.

MODIFICATIONS :

1. On page 122 of Gazette of India, Part II—Section 3 sub-section (ii) Extraordinary, S.O., No. 606E dated 1-8-90 right hand column, below second para under heading 'Bungalow Area' the following paragraph is to be added :—

"Delineation of Bungalow Area—Civil Lines (Zone C)

The Bungalow area of about 250 ha. shall comprise of the areas of sub-zones C-2 (I.P. College) and C-3 (Civil Lines). The boundary shall run from ISBT, along outer Ring Road, Ridge boundary in the West, Boulevard Road (Oudasia Road) meeting Ring Road at ISBT".

2. On page 160 of Gazette of India Extraordinary, left hand side column under para (i) the following is proposed to be added :—

Bungalow Area—Civil Lines (Zone C)

(i) RESIDENTIAL—BUNGALOW PLOT (4,000 SQM. & ABOVE)

- | | |
|------------------------------------|----------------|
| (a) Ground Coverage | 25% |
| (b) FAR | 75 |
| (c) Height | 11 m. |
| (d) Density | 38 DUs per ha. |
| (e) Minimum Street Width in front. | 13.5 m. |

(ii) OTHER RESIDENTIAL PLOTS

The norms for development of plots less than 4,000 sqm. shall be as given under :—

Plot Size (Sq.m.)	Max. Ground Coverage	FAR	Max. height (M)	No. of DUs
Below 4000	33.33	75	11	38 DUs/Ha.

NOTE : Minimum front streets are to be 13.5m. wide.

(iii) OTHER CONTROLS

- (a) Basement, if any, shall be counted in FAR if not used for parking/services.
 - (b) The existing residential plots shall not be permitted to be sub-divided.
 - (c) Plots other than residential. In addition to MPD-2001 development norms, urban form studies are to be conducted to maintain the existing low intensity character.
3. "The land use of an area, measuring 5.00 ha. (12.35 acres) falling in Planning Zone (Division) 'C' and bounded by nallah Hakikat Nagar in the North, DDA housing scheme and Mall Road in the South, Govt. land (use undetermined) in the East is proposed to be changed from 'residential' to 'Public and semi-public facilities' (Transmission Centre)".
 4. "The land use of an area, measuring 1 ha. (2.47 acres) falling in Planning Zone (Division) 'C' and bounded by Delhi University Area in the North and West, existing park and road in the South and University Area and road in the East, is proposed to be changed from 'residential' to 'transportation' (Bus Depot)".

The plan indicating the above proposal is available for inspection at the Office of the Joint Director Master Plan Section, Vikas Minar, 6th floor, I.P. Estate New Delhi on all working days within the period referred to above.

[No. F. 20(12)/93-MP]

V. M. BANSAL, Commissioner-cum-Secy.

श्रम मंत्रालय

नई दिल्ली, 29 नवम्बर, 1994

का. आ. 3524.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मद्रास पोर्ट ट्रस्ट के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में विवाचक श्री एस. गणेशन और श्री के. ई. बर्थन के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-11-94 को प्राप्त हुआ था।

[संख्या एल-33013/1/94-आई. आर. (विविध)]

बी. एम. डेविड, डेस्क अधिकारी

MINISTRY OF LABOUR

New Delhi, the 29th November, 1994

S.O. 3524.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the award of Arbitrations Shri S. Ganesan and Shri K.E. Varadhan as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Madras Port Trust and their workmen, which was received by the Central Government on 8-11-1994.

[No. L-33012/1/94-IR(Misc)]

M. DAVID, Desk Officer

ANNEXURE BEFORE THE JOINT ARBITRATORS

Present

S. Ganesan, Retired Deputy Chairman, Madras Port Trust

and

K.E. Varadhan, Retired District Judge, Tamilnadu.

In the matter of the dispute between the Madras Port Trust Management and the workmen represented by the Madras Port Trust Employees' Union as referred under Section 10A of the Industrial Disputes Act, 1947.

Parties to the dispute	Terms of reference
<ol style="list-style-type: none"> 1. The Chairman, Madras Port Trust, Rajaji Salai, Madras-600 001. 2. The President, Madras Port Trust Employees' Union, No. 9, Second Line Beach, Madras-600 001. 3. The Madras Port Trust Railwaymen's Union, (Got impleaded as party during the arbitration, vide its letter dated 19-8-94) 	<p>"Whether the benefits and the related matters contained in the Memorandum of Understanding as per Annexure 'A' referred to in the Madras Port Trust Chairman's letter No. IR 7/30561/89/S dated 9-4-90 and 27-7-93 to the Secretary, Ministry of Surface Transport be extended or not. If yes, to what relief are the workmen entitled?"</p>

BRIEF HISTORY :

The Madras Port Trust commissioned a mechanised ore handling plant for export of iron ore in June, 1977 with a rated capacity of 8,000 tonnes of loading. The system consists of arrangements for receiving iron ore in ore wagons from Bellary-Hospet mines, tipping the wagons into the hoppers for the purpose of either directly loading the ship or building up a stack through a system of conveyors. The ore so stacked is reclaimed by means of reclaimers and conveyed via conveyors and shiploaders into the ship.

2. The nature of operations of the ore handling plant is as follows :

- (i) The receiving system consists of two streams each with a capacity of 2,000 tonnes per hour. Normally only one of these streams is operated while the other remains idle or undergoes maintenance and occasionally when the arrivals of ore by rail are heavy, both the streams are operated.
- (ii) The reclamation of the iron ore is done by means of two reclaimers each with a rated capacity of 4,000 tonnes per hour feeding two independent streams of conveyor. These two reclaimers are connected direct to the ship loaders of 4,000 tonnes per hour capacity through the conveyor.
- (iii) Spillage of iron ore occurs in the conveyors especially at the transfer points due to peaks in rate of flow. Spillage can also occur whenever the conveyor is either stopped on account of any defect due to piling of ore or if any damage takes place to the conveyor belts. In the very nature of operations of bulk loading systems such as one provided in the Madras Port Trust, material spillage is a factor which will have to be catered to.

The Madras Port Trust initially started deploying Dock Labour Board gangs for the job of cleaning the spillages in the ore handling system. This system was not found effective on account of frequent non-availability of Dock Labour Board gangs as well as disinclination on the part of 2799 GI/94-2.

of Dock Labour Board workers to carry out this task. Therefore, the Madras Port Trust started engaging contract labour from the year 1979 onwards for carrying out this cleaning work. Initially, the Madras Port Trust invited tenders from time to time and awarded contract of cleaning the spillages on the basis of the tenders received.

4. However, from 1980, this system ran into difficulty when the contractors started to change the personnel who were engaged in the cleaning work by previous contractor. The Unions organised the labour into their fold and demanded that only the workers previously engaged in this task should be continued to be engaged for the cleaning work and that new outside labour should not be brought in. The Port Trust, therefore, stipulated a condition that the contractors should engage only those labourers who were carrying out this work. This condition was not acceptable to some of the contractors & the new contractors experienced difficulties for carrying out their work on account of interference from the Unions.

5. In view of these developments, the Port evolved a system of awarding contracts only to the worker-nominees on the basis of the tenders which were floated from time to time. This system was working from 1980 to 1986 and 4 worker nominees were awarded contracts for carrying out this work. Initially the tender provided for a lump sum payment for the cleaning work and as this was not found suitable, subsequently the system of payment on the basis of per cubic meter of spillages cleared was introduced.

6. In 1987, the Madras Port Trust Employees' Union, on behalf of the contract labour engaged for clearing ore spillages at the mechanised ore handling plant, made certain demands to the effect—

- (i) that there was problem in cash distribution to the workers and that the Port should intervene as principal employer to avoid dislocation of this work ; and
- (ii) the contract awarded to the 4 worker-nominee contractors be cancelled as the worker-nominees had ceased to be the nominees of the workers and

a Co-operative Society should be formed as in Madras Refineries and the contracts of cleaning should be awarded to such a Society.

The Madras Port Trust Employees' Union also took up the matter with the Regional Labour Commissioner (Central) for decasualisation of the contract labourers. They filed a Writ Petition No. 9011/87, praying for regularising the contract labourers as permanent workmen of the Port. This was opposed by the Madras Port Trust and this petition is still pending in the High Court. While this case was pending, the Madras Port Trust invited tenders for the spillage cleaning work. On the basis of the offers received, an outsider who had submitted the lowest offer was awarded the contract, but he was not in a position to carry out this work on account of the stipulation that the contractor should employ only the existing labourers who were carrying out the cleaning work. Therefore, a condition of stalemate had developed in regard to this work. The Chairman constituted a Committee consisting of a few senior officers to examine this question in depth.

The Departmental Committee of the Madras Port Trust consisting of some of the Senior Officials submitted a report to the Chairman, Madras Port Trust which recommended—

- (i) against departmentalisation or decasualisation of the workers engaged in the ore spillage cleaning work ;
- (ii) that the ore spillage workers should be organised into an association registered under the Societies Registration Act ; and
- (iii) that the existing contract labourers during the enquiry by the Committee, had favoured the formation of a Society and that their leader Shri S. C. C. Anthoni Pillai, President of the Madras Port Trust Employees' Union will represent them.

After authorisation by the Chairman of the Port, the Committee had further discussions with Shri S. C. C. Anthoni Pillai. An Association by name "Madras Port Spillage Handling Workers' Association" was registered under the Tamil Nadu Societies Registration Act 1975 on 3-4-1990. The Committee also prepared a draft Memorandum of Understanding for assigning this ore spillage cleaning work to the workers of the above Association.

8 The salient features of the draft Memorandum of Understanding are as follows :—

- (i) Initially, all the existing 147 workers will be the members of the Association and the maximum number will not exceed 160. The vacancies as and when arise will be filled with the prior approval of the Chairman, Madras Port Trust and preference will be given to the dependents of those employees, who died or becoming physically unfit, while in service.
- (ii) The workers will be eligible to be in the Membership list of Association, till they attain 58 years of age.
- (iii) The workers will be allowed the Basic Pay scale and other allowances, as applicable to Maxdoor, in the Listed Labour Scheme administered by the Madras Dock Labour Board.
- (iv) Madras Port Trust will pay a suitable levy to the Association to cover all costs of wages and other emoluments and benefits, as allowed to the listed Dock workers in the Listed Labour Scheme of Madras Dock Labour Board. The levy to be determined is subjected to the prior approval of Chairman, Madras Port Trust.

(v) Any welfare benefits, to be extended to the workers by the Association, will be subject to prior approval of Chairman, Madras Port Trust.

(vi) Medical facilities for the workers and their families will be allowed on par with the workers in the listed Labour Scheme, Madras Dock Labour Board.

(vii) For efficient work, the Scheme provides an incentive of 25 per cent of daily work. Similarly, for unsatisfactory work, a cut not exceeding 25% has been provided in the Scheme.

(viii) The workers will be governed by the Standing Orders to be formulated by the Madras Port Trust.

(ix) The Writ Petition filed at the High Court of Madras, vide W.P. 9011 of 1987, in respect of Ore Handling Spillage Workers will be withdrawn by the Workers.

9. When a proposal for entering into a Memorandum of Understanding on the above lines, was sent to the Government by the Chairman, Madras Port Trust for their concurrence, the Government while expressing that there was no objection to the Union forming an Association, registering it as a Society under the Societies Registration Act, also pointed out that the Port Trust should not get itself involved in the Management of the Association. Pursuant to the above views expressed by the Government, the Bye-laws of the Association were modified by deleting the clause which provided for the Port Trust Officials in the Executive Committee of the Association. Meanwhile another Union, the Madras Port Trust Railwaymen's Union, strongly objected to the formation of such an Association by one Union. They opposed Port Management entering into a Memorandum of Understanding for assigning cleaning task to that Association.

10. Meanwhile, the Government advised strict discipline and economy in expenditure due to the Gulf crisis which had developed at that time. The Port Trust taking the stand that signing of the Memorandum of Understanding would lead to extra expenditure, deferred the signing of Memorandum of Understanding with the Union. On account of the delay in the signing of the Memorandum of Understanding, the worker-nominees refused to submit their bills for the work carried out from the month of August, 1990 onwards. However, since it was not possible to persuade the worker-nominees to submit their claims, the Port Trust as principal employer under Section 21 of the Contract Labour (Regulation and Abolition) Act, 1970, decided to disburse the payment as a principal employer and the indigent workers were paid directly at the daily wage of Rs. 66.66 ps. per day for the work done.

11. Meanwhile, the Madras Port United Labour Union filed a Writ Petition No.16827 of 1990 in the High Court for decasualisation of the contract labourers and got an injunction order from the High Court restraining the Madras Port Trust from in any way introducing or implementing any Memorandum of Understanding in respect of Ore spillage workers. The above Writ Petition was dismissed (Exhibit P 14) by the High Court on 8-6-1993. After this, the President of the Madras Port Spillage Handling Workers Association started pressing the Port Management to enter into the Memorandum of Understanding (MOU) earlier agreed to and since there was delay in according to his demand, the Spillage cleaning workers stopped the work of cleaning ore spillage from 26-10-1993 to 10-11-93. During the above stoppage of work, there were discussions between the Madras Port Trust and the President of the Madras Port Spillage Handling Workers Association and on 10-11-1993, the President of the above Association Shri S. C. C. Anthoni Pillai agreed to modify

the terms of draft Memorandum of Understanding in respect of the following :

1. Supply of uniform will not be insisted.
2. Reduction of Earned leave to 15 days as against 30 days.
3. The levy will be limited to actuals.
4. Medical treatment will be limited to workers only.

12. On 10-11-1993, during the discussion held between the Chairman of the Port Trust and the President of the Madras Port Trust Employees' Union, it was agreed to by Shri S. C. C. Anthoni Pillai to advise the Ore Spillage cleaning workers to call off the strike provided it was agreed to by the Chairman and the Government to refer the disputes between the parties to arbitration. The Ministry accorded on 10-11-1993 vide their fax message, their concurrence for referring to arbitration. Pursuant to the above decision, the Government of India, vide their Notification dated 25-4-1994, have referred the dispute between (i) the Chairman, Madras Port Trust and (ii) the President, Madras Port Trust Employees' Union to arbitration. The specific matter in the dispute is "whether the benefits and the related matters contained in the Memorandum of Understanding as per Annexure 'A' referred to in the Madras Port Trust Chairman's letter No. IR7/3/561/89/8 dated 9-4-1990 and 27-7-1993 to the Secretary, Ministry of Surface Transport be extended or not ; if yes, to what extent".

13. During the arbitration proceedings, the Madras Port Trust Employees' Union filed its claim praying for implementation of the terms of the Memorandum of Understanding with effect from 1-2-1990 as agreed to vide Section 28 of the Memorandum of Understanding. The Madras Port Trust Railwaymen's Union also implicated itself as a party pursuant to the order dated 20-8-94 on appropriate application and took part in the arbitration proceedings. The Madras Port Trust was represented by Shri V. S. Rangathan, Chief Mechanical Engineer, Shri K. A. Venkatesan, Secretary and the learned Counsel, Shri R. G. Rajao. The Madras Port Trust Employees' Union was represented by its President Shri S. C. C. Anthoni Pillai and Shri G. Balarum, General Secretary, Madras Port Spillage Handling Workers Association. The Madras Port Trust Railwaymen's Union was represented by its President, Shri P. Krishnaiah, Shri V. K. Balakrishnan, General Secretary and the Counsel Shri R. Ganesan.

14. The Arbitrators visited the Ore Handling Plant for a personal assessment of the Spillage cleaning work being carried out. In the course of the enquiry the parties filed documents (Exhibits P-1 to P-19 and P-31 to P-33 on behalf of the Madras Port Trust Employees' Union, Ex. P-20 to P-30 on behalf of the Madras Port Trust Railwaymen's Union and Ex. R-1 to R-14 on behalf of the Madras Port Trust), all of which have been considered in detail in the context of representations made on behalf of the respective parties. In fact, the relevant contents of these documents have been adverted to in the discussions herein following without particular reference to the documents as most of the contents of the earlier documents have been repeated in the latter documents.

15. The Madras Port Trust Employees' Union during the arbitration proceedings referred to the various reports specifically the recommendations of the Committee constituted by the Government of India under Shri P. M. Abraham, the then Secretary to go into the question of decasualisation of the additional categories of Dock workers in Major Ports. Shri S. C. C. Anthoni Pillai referred to the recommendations of the above Committee that in respect of categories which had not been recommended for regularisation of employment under the Dock Workers (Regularisation of Employment) Act, 1948, the concerned workers

should form a Society registered under the Societies Registration Act and that these non-decasualised Dock workers be granted rates of wages and benefits simultaneously along with the other workers. The Committee did not recommend decasualisation of the Spillage cleaning workers in the Madras Port Trust after considering the experience of other Ports viz., Visakhapatnam and Mormugao. The Committee also in its Report in Chapter X, has stated "it was agreed that the Ministry of Shipping and Transport will issue instructions to the Chairmen of Port Trusts and Dock Labour Boards to use their good offices to ensure that the dock workers handling cargo within the Port premises, who are not registered or listed with the Dock Labour Boards also get wages according to the terms of the Settlement". (The term Settlement refers to the Settlement between the 4 Federations of Port and Dock Workers). The Union wanted the terms of Memorandum of Understanding to be implemented from 1-2-1990 retrospectively as per clause 28 of the Memorandum of Understanding.

16. The Madras Port Trust Railwaymen's Union in its submission stated that since the workers engaged in the Ore Spillage cleaning work were being directly paid by the Port Trust itself, they should be deemed to be regular employees from the time direct payment was started, i.e., 2-8-1990. They also referred to the Judgements of the Supreme Court in (i) D. C. Dewan Mohideen Sahib and Sons Vs. United Beedi Workers Union [reported in (1964) 11 LLJ 635] and (ii) workmen of F.C.I. Vs. F.C.S. [reported in AIR 1985 SC 670] to support their stand that the spillage cleaning workers should be deemed to be Port workers and therefore, they contended that there could be no Memorandum of Understanding between one of the Unions and the Port Management regarding their wages and other service conditions. They also contended that the settlement between one of the Unions would lead to unrest and difficulty in implementing the terms of the Understanding. The Madras Port Trust Employees' Union on the other hand contended that the workers engaged in the ore spillage cleaning work had organised themselves into an Association and the By-laws of the Association provided for election of the Executive Committee Members once in three years and that the workers had a right to elect any representative of their choice in a democratic way.

17. The two workers' Unions, viz., the Madras Port Trust Employees' Union and the Madras Port Trust Railwaymen's Union have made various claims as to the respective strength. However, since both the Unions are parties to this arbitration and all the views have been considered, the question of relative strength of the Unions is not of any significance. We need only add that the hearing submission made on behalf of the Madras Port Trust Railwaymen's Union regarding the alleged invalidity of the reference on the ground that their objection had not been considered by the Central Government, before ordering arbitration, has to fail. The communication from the Chairman, Madras Port Trust to the Central Government as also the copy of the letters addressed by the said Union to the Chairman made available before the Central Government clearly bear out that the Central Government have considered all the aspects of the case including the objections of the above Union before ordering the arbitration.

18. We have noted that the work performed by the Ore Spillage workers is of an arduous nature carried out under difficult and dusty working conditions. These persons have been performing this task for a very long time and deserve to be granted adequate wages and other benefits similar to the other workers working in the Port Trust. Since it is on record that the High Court has dismissed the Writ Petition No. 16827 of 1990 filed by the Madras Port United Labour Union for decasualising and regularising these workers, vide its Order dated 8-6-1993, it is not necessary for us to consider the effect of the Judgements referred to by the Madras Port Trust Railwaymen's Union in support of their stand that these workers should be deemed to be regular workers of the Port. In

any event, the payment of wages directly by the Port on compassionate grounds, and intended to get over the impasse created by the recalcitrant attitude of the worker-nominees, cannot be construed, either on facts or in law as the intention of the Port to treat the workers as their employees, more particularly when the claim and the litigation in regard to decasualisation of such workers was pending before the High Court, Madras in W.P. No. 16827 of 1990.

19. The Madras Port Trust while not opposing the conclusion of the Memorandum of Understanding, referred to the problems likely to be created by the Unions making Counter claims. They desired that there should be a finality to the dispute with regard to the work of cleaning ore spillage. With reference to the date of implementation, while admitting that the Memorandum of Understanding provided for its implementation retrospectively from 1-2-1990, they felt that the Arbitrators should consider the practical difficulties of implementing the terms with retrospective effect from 1-2-1990. The Madras Port Trust Employees' Union strongly urged the Arbitrators to give effect to the terms of the Memorandum of Understanding from the date of 1-2-1990 as agreed to by the Madras Port Trust Management and the Madras Port Trust Employees' Union.

20. During the Proceeding, the Madras Port Trust Railwaymen's Union desired that there should be an arrangement for representation of other Unions' representatives in the Management Committee of the Association for the Ore Spillage cleaning workers belonging to them also. It is not for the Arbitrators to decide the composition of the Management Committee which will have to be decided as per the provisions of the Bye-laws of the Association, through elections conducted in a democratic manner in which all members of the Association are given a right to participate. Any attempt to advise on the constitution of the Committee will be clearly beyond the powers conferred on the Arbitrators by the terms of references contained in the Notification dated 25-4-1994, and the Bye-laws governing the administration of the Society.

21. The question before us is 'whether the benefits and the related matters contained in the Memorandum of Understanding referred to in the Madras Port Trust Chairman's letters No. IR 7/30561/89/S dated 9-4-90 and 27-7-93 to the Secretary, Ministry of Surface Transport be extended implemented by the parties, if yes, to what extent'. The draft Memorandum of Understanding originally proposed has been modified through mutual discussions held on 10-11-93 (P-16) as follows :

- (i) The Earned Leave will be limited to 15 days.
- (ii) The levy contemplated under item 11 of draft Memorandum of Understanding will be limited to actuals.

- (iii) Medical treatment contemplated under item 18 of draft Memorandum of Understanding will be limited to workers only and not their families.

- (iv) Association will not insist on uniforms.

22. After carefully examining the material on record, hearing the parties and personally inspecting the work site and ascertaining the working conditions, we have come to the conclusion that the benefits under the Memorandum of Understanding as modified in para above should be implemented. We note that the draft Memorandum covers not only wages but also other relevant matters such as discipline, productivity, efficiency, safety, posting procedures, etc. when benefits in wages are granted. Simultaneously, it is also necessary to make provisions to ensure that the spillage cleaning works are carried out in an efficient manner, so that this important national asset of ore loading plant which is earning valuable foreign exchange is enabled to operate efficiently without costly breakdowns and interruptions caused by negligence of spillage clearing work. Normally conditions to ensure the above will be part and parcel of tender conditions and since the Memorandum replaces the tender clauses, it naturally contains all relevant clauses. Therefore, the Memorandum of Understanding should be signed between the Madras Port Trust Management and the Madras Port Spillage Handling Workers Association in order that the said Memorandum binds both the Management and the workers.

23. As regards the date from which the Memorandum takes effect, it will take effect from 1-2-1990 as per clause 28 in respect of grant of wages, i.e., basic wage and allowances as applicable to a Mazdoor in the listed labour scheme administered by Madras Labour Scheme. All other conditions will take effect prospectively.

24. Madras Port Administration has referred to the negotiations for abolition of Dock Labour Boards. Since we have no material on the proposed terms of merger, we are unable to take into consideration. We have no doubt that when finalising the merger, its effect of this Memorandum will be considered and suitable provisions made in the terms of merger.

25. An Award in the above terms is accordingly passed. The original duration fixed in the Notification had been extended with due consent of all the parties. The Arbitrators have been paid their remunerations as mentioned in the Notification.

The above Award is made and signed by the Joint Arbitrators on this the 22nd day of October, 1994.

Sd./-

(K. E. VARDHAN)
ARBITRATOR

Sd./-

S. GANESAN, Arbitrator

LIST OF DOCUMENTS

Exhibit No.	Date	Description of Documents	Page No. in Claim Statement
1	2	3	4
P-1	19-8-1987	Copy of the Letter from the Madras Port Trust Employees' Union to the Chairman of the Madras Port Trust. Sub : CHP Workers employed in the removal and disposal of Ore Spillage and Dust, enclosed list of workers.	13 to 28

1	2	3	4
P—2	6-9-1987	Letter of the Madras Port Trust, extract from the Madras Port Trust Employees' Union to the Chairman, Madras Port Trust.	37 to 54
P—3	10-9-1987	High Court Order in WP 13179/87 in WP 9011 of 87 issuing injunction restraining the respondents 1, 3 to 6 from terminating the services of workers.	55 to 56
P—4		Extract from the first report of the Abraham Committee regarding decasualisation, (Pages—114 to 118)	57 to 66
P—5		Extract from the Second report of Abraham Committee regarding—Madras. (Pages—39 to 40)	67 to 70
P—6		Extract from the Second report of Abraham Committee regarding casualisation of a Managing Committee with reference to Mormugaon (Pages—90 to 91)	71 to 74
P—7		Extract from the Second Report of Abraham Committee on equality of wages. (Pages 102-103).	75 to 78
P—8		Extract from 1981 wages Settlement for Port & Dock Workers (Clause-22)	79
P—9		Notes on savings accrued due to better clearing by the Ore Spillage Cleaning squad.	81
P—10	9-4-90	Copy of the letter from the Madras Port Trust to the Secretary to the Govt. of India, Ministry of Surface Transport, regarding formation of registered Association.	83 to 158
P—11	11/14-5-90	Copy of the Letter from Joint Secretary, Mr. Sankaralingam to the Chairman, Madras Port Trust.	159
P—12	30-5-90	D.O. Letter from Shri S.C.C. Anthony Pillai to Shri A. Balraj, MPT.	161 to 186
P—13	26-7-90	Copy of the Letter addressed to Shri A. Balraj, Chairman of Madras Port Trust by Shri Sankaralingam, Joint Secretary.	187
P—14	6-7-93	Copy of the Letter by the Madras Port Trust Spillage Handling workers' Association addressed to Madras Port Trust Chairman, enclosing High Court Order, dismissing the writ filed by the Madras Port Trust United Labour Union.	189 to 200

1	2	3	4
P—15	27-7-93	Copy of the Letter from the Madras Port Trust to the Secretary of the Govt. of India, Ministry of Surface Transport, New Delhi. Sub : Clearing of Iron Ore Spillage at the Spillage Handling Plant at the Madras Port Trust.	201 to 202
P—16	10-11-93	Record notes of discussion held with the President of the Madras Port Trust Employees' Union and Madras Port Trust.	203 to 205
P—17	29-10-93	Fax message addressed to Shri Ashoke Joshi, Joint Secretary, New Delhi from the Chairman, Madras Port Trust.	209
P—18	5-11-93	Fax message from MMTC to the Chairman, Madras Port Trust.	210
P—19	10-11-93	Fax Message addressed to the Chairman, Madras Port Trust from Shri Ashoke Joshi, Joint Secretary (Ports), New Delhi.	207
(The Exx. P—1 to P—19 filed on behalf of Madras Port Trust Employees' Union).			
P—20	10-2-94	Collective authorisation of workers addressed to CME, MPT in favour of MPT Railwaymen's Union to represent on their behalf.	1 to 4
P—21	16-3-94	Letter addressed to the Union by MMTC.	5
P—22	5-4-94	Strike notice issued by the Union on behalf of the Workers.	7 to 9
P—23	21-4-94	Individual authorisation of 80 workers in favour of our Union for deduction of subscription together with the resignation letters from the MPT Employees' Union (HMS)	11 to 15
P—24	28-4-94	Conciliation Proceedings held by ALC(C) I.	16 to 17
P—25	17-5-94	CPT's Letter addressed to our Union to appear before the Learned Arbitrators, as advised by the ALC (C) I.	19
P—26	—	ALC(C)-I Letter No. M2 (23)/94/D2-SN 7/FOC.	21
P—27	20-5-94	Our letter addressed to the CPT with an appeal to review and modify the terms of reference contained in the written agreement between the MPT and HMS Union in the changed circumstances.	23 to 26
P—28	1-6-94	Letter addressed to CPT to treat the advance granted to the workers as adhoc Interim Relief and keep the proposal, to recover the advance, in till a final decision is taken.	27 to 28
P—29	23-6-94	CPT's letter about the intimation of the commencement of the proceedings of the Arbitrators.	29
P—30	20-7-94	Letter addressed to the Director (Labour, MOST, about the FOC sent by the ALC(C) I and suggestion to amend the reference to the Learned Arbitrators.	35 to 37

1	2	3	4
(The Exx. P-20 to P-30 filed on behalf of Madras Port Trust Railwaymen's Union).			
R—1	Chairman's Letter No. IR7/30561/89/S Dt. 9-4-90 to the Govt. of India, MOST, New Delhi.	Cleaning of Iron Ore Spillage at the Mechanised Ore Handling Plant—Formation of Registered Association by the Cleaning Contract Workers—Memorandum of Understanding between the Madras Port and the Madras Port Spillage Handling Workers Association Concurrence of the Govt. Sought for—Reg.	1
R—2	Chairman's D.O. Lr. No. IR7/30561/89/S Dt. 1-3-91 addressed to the Secretary, MOST, New Delhi.	Cleaning of Iron Ore Spillage at the MOHP—Reaching of MOU with the Madras Port Spillage Handling Workers' Association—Reg.	39
R—3	Chairman's D.O. Lr. No. IR7/30561/89/S Dt. 30-11-91 addressed to the Joint Secretary, (Ports), MOST New Delhi.	Cleaning of Iron Ore Spillage at the MOHP—Reaching of MOU with the Madras Port Spillage Handling Workers' Association—Reg.	51
R—4	Chairman's Lr. No. IR7/30561/89S/Dt. 27-7-93.	Cleaning of Iron Ore Spillage at the MOHP—Reaching of MOU with the Madras Port Spillage Handling Workers' Association—Reg.	65
R—5 —		Record notes of discussion held on 10-11-1993 with the President of the Madras Port Trust Employees' Union.	68
R—6	Agreement Dt. 23-2-1994.	Agreement between Madras Port Trust and Madras Port Trust Employees' Union.	71
R—7	Agreement Dt. 9-4-1994	Agreement between Madras Port Trust and Madras Port Trust Employees' Union.	74
R—8	Letter No. 33013/1/94-IR (Misc) Dt. 25-4-94.	Ministry of Labour, Govt. of India's Notification No. 33013/1/94-IR (Misc) Dt. 25-4-94.	77 to 80
R—9	Letter No. Nil. Dt. 13-1-94	Letter from the General Secretary, MPT Railwaymen's Union Dt. 13-1-1994.	81 to 82
R—10	Letter No. Nil Dt. 2-2-94	Letter from the General Secretary, MPT Railwaymen's Union.	83
R—11	12-4-94	Fax Message from Shri Pankaj Jain, Director (L), New Delhi, addressed to the Chairman, MPT.	84
R—12	13-4-94	Fax message from the Chairman, MPT addressed to Shri Pankaj Jain, Director (L), MOST, New Delhi.	85
R—13	18-4-94	Minutes of RLC Proceedings Dt. 18-4-94	86
R—14	Lr. No. LB-12015/2/94-L/IV Dt. 22-4-94	Letter from the Director (L), MOST, New Delhi, addressed to the Chairman, MPT.	87
(The above Exx. R-1 to R-14 filed on behalf of the Madras Port Trust).			
P—31	14-6-94	List of employees in Madras Port Trust Employees' Union and Members of Madras Port Spillage Handling Workers' Association.	211 to 217
P—32	31-1-94/5-3-94	Letter addressed to the Secretary to the Govt. of India, MOST, New Delhi.	218
P—33 —		Revised Bye-Laws of the Madras Port Spillage Handling Worker's Association.	219 to 233
(The Exx. P-31 to P-33 filed on behalf of the Madras Port Trust Employees' Union)			

नई दिल्ली, 30 नवम्बर, 1994

का. आ. 3525.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ महाराष्ट्र के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण 2, बम्बई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-11-94 को प्राप्त हुआ था।

[संख्या एल-12011/55/91—आई.आर. (बी.-2)]

बी. के. शर्मा, डेस्क अधिकारी

New Delhi, the 30th November, 1994

S.O. 3525.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, 2 Bombay as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of Maharashtra and their workmen, which was received by the Central Government on 29-11-94.

[No. L-12011/55/91-IR (B-II)]

V. K. SHARMA, Desk Officer

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY ANNEXURE

PRESENT :

Shri S. B. Panse, Presiding Officer

Reference No. CGIT-2/25 of 1992

Employers in relation to the Management of Bank of Maharashtra,

AND

Their Workmen

APPEARANCES :

For the Employers.—Mr. A. P. Nayak Representative.

For the Workmen.—Mr. S. K. Punekar, Representative.

AWARD

Bombay, dated 8th November, 1994

The Government of India, Ministry of Labour, New Delhi by its letter No. L-12011/55/91-IR (B.2) dated 20-4-1992 has referred to the following industrial dispute under section 10 of the Industrial Disputes Act, 1947 for adjudication. It is in the following terms :—

“Whether the action of the Bank of Maharashtra for non-implementation of firmment formula from clerical cadre to officer cadre in terms of protection of wage as per clause 5-129 of Desai Award is justified? If not, what relief the concerned workmen are entitled to?”

2. The parties were duly served with the notices. Ultimately on 14th October, 1994 instead of filing the statement of claim the President of All India Bank of Maharashtra Employees Federation filed an application stating that “The Workmen say that after the order of reference herein the Bank has implemented the terms of reference in the Schedule in this reference. In view thereof this Honourable Tribunal may dispose this reference as worked out.”

Below the said application the management had made an endorsement stating that it had no objection in disposing of the matter.

3. Under such circumstance I find that the industrial dispute which was referred to this Tribunal now does not exist. Hence I pass the following order :—

ORDER

The matter is disposed of.

S. B. PANSE, Presiding Officer

नई दिल्ली, 30 नवम्बर, 1994

का. आ. 3526.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इलाहाबाद बैंक के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-11-94 को प्राप्त हुआ था।

[संख्या एल-12011/102/86-डी-II(ए)/आई आर (बी-2)]

बी. के. शर्मा, डेस्क अधिकारी

New Delhi, the 30th November, 1994

S.O. 3526.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Allahabad Bank and their workmen, which was received by the Central Government on 30-11-94.

[No. L-12011/102/86-D.IIA/IR B.II)]

V. K. SHARMA, Desk Officer

ANNEXURE

IN THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R)(241)/1987

BETWEEN

Shri Modl Chand, Ex-Peon-cum-Farrash represented through the Jt. Secretary, All India Allahabad Bank Employees Association, M. P. Unit, C/o. Allahabad Bank, Shastri Marg, Jabalpur (MP).

AND

The Regional Manager, Allahabad Bank, Regional Office, Civil Lines, Jabalpur (MP)-482 001.

Presided in.—By Shri Arvind Kumar Awasthy.

APPEARANCES :

For Workman.—Shri A. K. Banerji.

For Management.—Shri R. L. Batta.

INDUSTRY : Banking.

DISTRICT : Jabalpur (M.P.)

Dated, the 22nd November, 1994

New Delhi, the 30th November, 1994

AWARD

This is a reference made by the Central Government in the Ministry of Labour vide its Notification No. L-12011/102/86-D.II(A) dated 26 November, 1987, for adjudication of the following dispute :—

SCHEDULE

"Whether the action of the management of Allahabad Bank, Jabalpur in terminating the services of Shri Moolchand, Ex-Peon-cum-Farrash w.o.f. 10-6-83 and not considering him for further employment under Section 25H of the Industrial Disputes Act is justified? If not, to what relief concerned workman is entitled?"

3. The case of the management is that the workman was cum-Farrash, Lalmati Branch of Allahabad Bank, Jabalpur, from 23-2-83 to 23-4-83 and then from 11-5-83 to 9-6-83 as full time temporary Peon-cum-Farrash. The allegation of the workman is that in violation of Sec. 25H and G of I.D. Act the workman was retrenched and no opportunity was granted to him for existing vacancy. The workman has claimed that the reference be answered in his favour and all consequential benefits such as increments, wages and fixation of pay be awarded to the workman.

3. The case of the management is that the workmen was appointed purely on the casual basis to meet casual needs and the workman has not worked on any permanent vacancy for the period of 90 days and that being so, the termination of workman cannot be termed as retrenchment under Sec. 2(o) of the I.D. Act and therefore question of complying the provisions of Sec. 25G and H of the I.D. Act does not arise.

4. The case was posted on 28-10-1988 for the evidence of the parties and since then more than 15 opportunities were granted to the workman to produce the workman but evidence was not produced by the workman. On 13-5-92 when the case was posted for evidence the workman was absent and since then on 27-7-92, 17-8-92, 17-8-94, 30-9-94 and 20-10-94 the workman remained absent. However, Shri Banerji, the Union Leader, who used to appear on behalf of the workman apprised the Tribunal that the workman has received the employment and he does not want any other relief.

5. It is clearly admitted by the workman in para 5 of the statement of claim that the management paid him for 90 days, the remuneration under the caption of "casual labour". Consequently, the burden lay on the workman to show that although he was paid under the caption of "casual labour", the workman was appointed in clear vacancy of Peon-cum-Farrash. No evidence, oral or documentary, evidence is produced by the workman to show that he was not working as a casual worker to meet the casual needs. As such, prima facie it appears that the termination of the workman is not covered under the definition of retrenchment. Consequently, the termination of the workman with effect from 10-6-83 was justified and he is not entitled for any other relief.

6. The reference is answered in favour of the management. Parties to bear their own costs.

ARVIND KUMAR AWASTHY, Presiding Officer.

नई दिल्ली, 30 नवम्बर, 1994

का. अ. 3527.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केनारा बैंक के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चण्डीगढ़ के पंचपट की प्रकाशित करती है, जो केन्द्रीय सरकार की 29-11-94 को प्राप्त हुआ था।

[संख्या एल-12012/184/91—आई आर (बी-2)]

बी. के. शर्मा, डेस्क अधिकारी

S.O. 3527.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Canara Bank and their workmen, which was received by the Central Government on 29-11-94.

[No. L-12012/184/91-IR(B-II)]

V. K. SHARMA, Desk Officer.

ANNEXURE

BEFORE SHRI M. S. SULLAR, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, CHANDIGARH

I. D. 151/91

Surinder Pal Vs. Canara Bank.

For the Workman : Sh. Vinod Choda,

For the Management : Sh. Satish Bhardwaj.

Dated, the 4th November, 1994

AWARD

In the wake of Industrial Dispute raised by the Workman, Central Govt. vide letter No. L-12012/184/91-IR B-II, dated 21st October, 1991, referred the following dispute to this tribunal for adjudication :

"Whether the action of the management of Canara Bank in terminating the services of Shri Surinder Pal, Coolie is justified? If not, to what relief is the Workman entitled?"

The brief facts, relevant for the disposal of present reference petition are that the workman had joined the service of Canara Bank, as Coolie, at Pandori Khas Branch, Tehsil Nakodar, District Jalandhar, on 2-7-86, and worked up to 12-3-90. The services of the workman were terminated and he has challenged his termination by way of the present reference.

The case set up by the workman, in brief, in so far as relevant is that, he had worked from 2-7-86 to 12-3-90 as Coolie, at Pandori Khas Branch, District Jalandhar, of the Canara Bank. He was drawing Rs. 550/- p.m. He worked honestly and efficiently, but the services of the workman were terminated without any charge-sheet, show cause notice or any inquiry. According to the workman, he had put in four years continuous service when his services were terminated and no retrenchment compensation was paid to him. He served a demand notice but in vain. In all, it has been alleged that his termination is illegal. On the footing of aforesaid pleadings, the workman claimed his reinstatement with continuity of service and full backwages etc.

The Management contested the claim of the workman and filed the written statement, inter-alia, pleadings certain preliminary objection to the effect that the workman was not a regular employee of the Bank, and he was engaged as coolie to perform the Manual/Casual work in Bank, as and when required, on fixed charges. There was no relationship of employer and employee. It is stated that engagement of the petitioner, as coolie, was casual and his services were terminated on the basis of contract of employment on the expiry of specified period.

The case set up by the Management is that, the workman on his own chice stopped coming to the branch, to inquire about the availability of the Manual/Casual work. It will not be out of place to mention here that the Management has stoutly denied the other allegations of the workman. That being so, the Management prayed for the dismissal of the reference petition.

Controverting the allegations, contained in the written statement, and reiterating the pleadings, contained in the statement of claim, the workman filed the replication.

At the out-set, to my mind, it will not be out of place to mention here that, the workman did not file even his affidavit in order to substantiate his claim, despite many opportunities. Finding no alternative Shri A. K. Goel, the then Learned Presiding Officer, while closing the evidence of the workman, vide order dated 26-10-1993, passed the following order.

"In the present case, last opportunity was given to the petitioner for filing of replication and Affidavit vide order dated 9-11-1992. Subsequently, no replication and affidavit filed. Further adjournment was sought which was granted with the direction that the same will be filed subsequently. On the last date of hearing i.e. 4-8-1993 the workman was directed to supply advance copy of the replication and affidavit which has not been done. Even today neither replication nor affidavit has been filed. In view of this, evidence of the workman is closed by the order of this court. To come up on 16-12-1993 for filing of affidavit by the Management in evidence."

However, the Management in order to substantiate its plea, examined M. V. Ravindran, as MW1 and has tendered into evidence his affidavit Ex. M1.

Having heard the Rep. of the Workman, having gone through the Record of the case, and after bestowal thought on the entire matter, to my mind, there is no merit in the reference petition.

As indicated earlier, the case set up by the workman is that, he had worked as a coolie from 2-7-86 to 12-3-90, at Pandori Khas Branch, District Jalandhar, of the Canara Bank. His services were wrongly terminated. He is entitled for reinstatement with backwages, while on the other hand, the case set up by the Management is that, he was engaged as a coolie to perform Manual/Casual work, it is denied that the workman has continuously worked from 2-7-86 to 12-3-90.

The contention of the Rep. that the workman has worked for more than 3-1/2 years and he is entitled for reinstatement, is devoid of merit, because the workman has not even filed his own affidavit, in order to, substantiate his claim, it was the mandatory duty of the workman to prove, by adducing cogent evidence, that he has put in continuous service of 240 days in 12 calendar months, proceeding the date with reference, to which calculation is to be made, as contemplated in 25B of the Act. Particularly when the management has stoutly denied the same. Furthermore on the other hand MW1 has categorically stated that the workman had worked intermittently from 1-7-86 to 25-6-90. He has only worked for 34 days in the year 1990. The bare perusal of the evidence brought on record by the Management would go to show that petitioner has only worked as a coolie to perform Manual/Casual work. The workman has not produced an iota of evidence to prove that he has worked for 240 days as postulated in Section 25-B of the Act and he was appointed against a regular vacancy. If that is so, in my opinion, the workman is not entitled for any relief under the Act. It is now well settled that a person who had not completed 240 days of continuous service, in one year, he can not claim any benefit under the Act. Reliance in this regard can be placed on the judgement in Karnal Cooperative Bank Limited Vs. Presiding Officer, Industrial Tribunal-cum-Labour Court, Rohtak, Reported in 1994 (1) PLR 310. This judgement is complete answer to the problem in hand.

In the light of aforesaid reasons, it is held that the action of the Management of Canara Bank, in terminating the services of workman, is justified, and he is not entitled for any relief. Consequently the reference petition is, hereby, declined. Appropriate Govt. be informed accordingly.

CHANDIGARH

Dated : 4-11-1994.

M. S. SULLAR, Presiding Officer

नई दिल्ली, 30 नवम्बर, 1994

का. भा. 3528.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक आफ बड़ोदा के प्रबन्धन के संघर्ष नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण 2, बम्बई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-11-94 को प्राप्त हुआ था।

[संख्या एल—12012/310/90—आई आर (बी.-2)]

बी. के. शर्मा, डेस्क अधिकारी

New Delhi, the 30th November, 1994

S.O. 3528.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, 2, Bombay as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of Baroda and their workmen, which was received by the Central Government on 29-11-94.

[No. L-12012/310/90-IR (B-II)]

V. K. SHARMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

Present :

Shri S. B. Panse, Presiding Officer.

REFERENCE NO. CGIT-2/13 OF 1992

Employers in relation to the management of Bank of Baroda.

AND

Their Workmen

Appearances :

For the Employers : Mr. R. S. Pai Advocate.

For the Workmen : Mr. A. P. Kulkarni Advocate.

Bombay, dated 9th November, 1994

AWARD

Shri P. K. Salvi was appointed as a sub-staff i.e., Peon in the Bank of Baroda on January 16, 1978. The workmen contended that on March 6, 1983 when he was drawing approximately Rs. 1300/- as the salary per month was terminated from the services. While terminating his services, he was given a pay slip for Rs. 2817.30 purportedly 3 months wages in lieu of 3 months notice.

2. The workman asserted that before terminating his services, a show cause notice dated December 27, 1984 was issued to him. In the show cause notice, it was mentioned why his services should not be terminated in view of his absence from duty due to his illhealth. He gave a reply to the same on February 5, 1985. He was sent for medical examination to the Bank's doctor by name Shri Anand Nathwani on 19-11-84. He certified him to be fit to do the job and accordingly he did the duty on 30-1-85. He continued to work till March 6, 1985 and on that date his services were terminated.

3. The worker contended that a departmental enquiry was not held against him nor he was given a proper opportunity. The principles of natural justice were not followed. It is averred that the worker's past record i.e., service record of 7

years is absolutely clean and spotless. It is averred that as per the Bipartite settlement which constitutes the terms of conditions of employment between the Bank and the workmen of the Bank grants 1/2 pay sick leave even if the leave exceeds 100 days. The management has granted such a leave to 38 employees but no such leave was granted to the present workman and as such there is discrimination between the two employees.

4. The workman alternatively contended that the action of the Bank's doctor by name Shri Anand Nathwani on 19-11-84 and the Bank had neither paid nor offered a retrenchment compensation to the workman concerned while terminating the services. It is averred that the punishment awarded to the workman is unduly harsh and shockingly disproportionate to the faults alleged to have committed by him. It is averred that there is no record to show that the workman was having continuous recurring illhealth. It is averred that the workman's services were terminated only because he was not a member of the federation i.e. the recognised union but is a member of another union.

5. The workman requested the management to give him the job again but it was of no use. Hence, he raised an industrial dispute. The Government of India, Ministry of Labour, New Delhi by letter No. 1-12012/310/90-IR(B-2) dated 26th March, 1991, referred to the dispute to this Tribunal in the following words :

"Whether the action of the management of Bank of Baroda in terminating the services of Shri P. K. Salvi, Sub-staff is justified? If not, to what relief is the workman entitled to?"

6. The management by its written statement (Exh. 3) denied the contention of the workman. It is asserted that the workman used to go on leave habitually and in 7 years of service he availed more than 700 days of leave. It is averred that when a show cause notice was sent to him to his address, it came back with the remark "NOT FOUND". It is pleaded that the workman by his letter dated 5-3-85 accepted his guilt of remaining absent. Under such circumstances, there was no need to go through the formality of departmental enquiry. It is averred that the action which is taken by the management is perfectly legal and proper. It is submitted that the medical certificate also refers to the continuous sickness of the workman. Under such circumstance, it cannot be said that the action of the management is unjust and shockingly disproportionate. It is denied that the workman was victimised as he is a member of the union and not the member of the federation i.e. the recognised union. It is averred that there is no substance in the contention so far as the allegations of retrenchment is concerned.

7. My Learned Predecessor framed issues at Exh. 4. The issues and my findings thereon are as follows :

ISSUES	FINDINGS
1. Whether it was necessary for the Bank to conduct the necessary inquiry against the workman before terminating his services?	YES
2. Whether the termination of the service of the workman amounted to his retrenchment from service.	Does not arise.
3. If so, whether the Bank Management complied with the provisions of retrenchment, before retrenching him from service.	Does not arise.
4. Whether the action of the management of Bank of Baroda in terminating the services of Sh. P. K. Salvi, Sub-Staff is justified?	NO
5. If not, to what relief is the workman entitled to?	As per the order below.
6. What Award?	

REASONS

8. The workman had lead oral evidence but so far as management is concerned, there is no oral evidence.

9. The parties have filed written arguments to substantiate their submissions. It is argued that in view of the rule reported in State Bank of India v/s. Workmen 1990, (II) LLN 648 the impugned action does not amount to retrenchment. Under such circumstance, it cannot be said that the management has not complied with the necessary provisions of retrenchment before retrenching the workman.

10. The workman received a show cause notice (Exh. 7) dated 17-12-84. After perusal of this notice it is very clear that the management has alleged that the workman remained absent from duty for 103 days between December 1983 to August 1984. It is also mentioned therein that the doctor of the Bank examined him on 14-11-84 and found him fit to join the duty. It is mentioned there further that he reported on duty on 20-11-1984 but subsequently was not attending the Office since 22-11-1984 without any intimation. In the last paragraph of the said show cause notice it is mentioned that he should give his say as to why his services should not be terminated on the grounds of continuous absence.

11. The workman had given reply to this show cause notice on 5-2-85 (Exh. 9). It is averred therein that

"During the last one year I could not attend Office on several days. The sole reason for abstaining from office was that on a number of occasions I had to attend to my mother, who was ailing and who was residing at Ratnagiri (my native place). In addition to this I was also not keeping well and had undergone treatment for the same. I am sorry for the inconvenience that I put the branch into and assure you that henceforth I shall be regularly attending my duties."

In the other words, it can be said that he had given an explanation for remaining absent from duty. Most of the time, he remained absent due to the sickness of his mother and on some occasions on his own sickness. His native place is Ratnagiri which is absolutely away from Bombay. Even though this explanation was given by him, it appears that the management had not found it satisfactory and terminated his services from March 6, 1985 without holding any domestic enquiry.

12. It is tried to argue on behalf of the management relying on several authorities that when a guilt is admitted, there is no need of holding any domestic enquiry. Even if it is accepted here in this case, it cannot be said that the workman has accepted his guilt without giving any explanation. So far as his absence from the duty is concerned there is bound to be record, but what has to be seen is the explanation given by the workman. If the Bank has not found the explanation of the workman satisfactory, then it was necessary for the management to hold a domestic enquiry and allow him to lead evidence in respect of the same. This opportunity was not given to the workman. This is against the principles of natural justice.

13. On behalf of the management, it is tried to submit that after pleading guilty, the holding of a domestic enquiry is just a formality. Looking to the facts of this case and the reply which is given by the workman, even though the admission of the workman that he was away from the duty does cogent with some explanation. As this is so, on the conclusion of the management that he had pleaded guilty the punishment which is imposed on him is improper.

14. The management placed reliance on Manager, Bolehabhi Tea Estate V/s. the Presiding Officer Labour Court (1981) LIC page 557, wherein their Lordships have observed that when a misconduct is admitted by the workman the action taken by the management cannot be said to be in violation of the principles of natural justice. The facts

of this case are different from the facts before me. Here the workman has not simply admitted the guilt but had given cogent explanation for the same. For that purpose, it was necessary for the management to hold a domestic enquiry which it did not, resulting into the mis-carriage of justice.

15. It is tried to argue on behalf of the workman that as no departmental enquiry was held against him, the punishment awarded to him is unnatural and unjust. I find substance in it. It is pertinent to note that the workman was duly examined by the doctor of the Bank who found him fit to join the duty. He affirmed that he reported to Khand Bazar of the Bank and performed duties there from 30-1-1985 to 6-3-1985. In the written statement, the Bank has taken a stand that the workman has suffered from continuous ill-health appears to be incorrect.

16. In the cross-examination of the workman it has come on the record that he was given to vices and was not attending the duty. That admission will not held the management to support its action of termination. The action which was taken by the management is on the sole ground that the workman remained absent from duty. When such an allegation is made, there is a need to call for an explanation what were the reasons for remaining absent and the reasons given if are not satisfactory then a domestic enquiry is a must. Here the management had failed to do so. For all these reasons, it was necessary for the management to hold a domestic enquiry before terminating the services of the workman.

17. For the above said reasons, I find that the action of the management of Bank of Baroda in terminating the services of Shri P. K. Salvi, Sub-Staff is not justified. Naturally, he is entitled to continuity in service with full back wages. Hence I record my findings on the points accordingly and pass the following order :

ORDER

1. The action of the management of Bank of Baroda in terminating the services of Shri P. K. Salvi, Sub-Staff is not justified.
2. The management of the Bank of Baroda is directed to re-instate Shri P. K. Salvi with full back wages and continuity in service with effect from 5-3-85. The management is also directed to pay his back wages with interest @ 12 per cent p.a. till the date of its payment.
3. The payment is to be made within two months from today.

S. B. PANSE, Presiding Officer

नई दिल्ली, 30 नवम्बर, 1994

का. अ. 3529.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बम्बे पोर्ट ट्रस्ट के प्रबन्धतंत्र के संबंध नियोजक और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 2, बम्बई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-11-94 को प्राप्त हुआ था।

[संख्या एल-31011/8/90—आई आर (मिस)]

बी. एम. डेविड, डेस्क अधिकारी

New Delhi, the 30th November, 1994

S.O. 3529.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 2, Bombay as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bombay Port Trust and their workmen, which was received by the Central Government on 30-11-1994.

[No. L-31011/8/90-IR(Misc.)]

B. M. DAVID, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

PRESENT :

Shri S. B. Panse, Presiding Officer.

Reference No. CGIT-2/11 of 1991

Employers in relation to the management of Bombay Port Trust.

AND

Their Workmen.

APPEARANCES :

For the Employers : Shri M. B. Anchan, Advocate.

For the Workmen : Shri P. G. Uparkar, Representative.
Bombay, dated 8th November, 1994

AWARD

The Government of India, Ministry of Labour, New Delhi by their letter No. L-31011/8/90-IR(Misc.) dated 6th March, 1991 have referred to the following industrial dispute for adjudication. The Schedule :

"Whether the management of Bombay Port Trust, Bombay were justified in denying grant of 3 days special casual leave to 46 workmen of BPT Mazdoor Sangh for attending workers education camp (as per circular No. CLO/L/K-WES/16204 dated 18-3-86)? If not, to what relief are the workmen concerned entitled?"

2. The General Secretary, Bombay Port Trust Mazdoor Sangh filed its claim at Exh. 2. He contended that the Bombay Port Trust Mazdoor Sangh is a Trade Union registered under the provisions of the Trade Union's Act of 1926. A large majority of the employees of the Bombay Port Trust are its members. It is affiliated to Bharatiya Mazdoor Sangh, a Central Trade Union which is a registered one.

3. The Chief Labour Officer of the Bombay Port Trust issued a notice dated 18th March, 1986 in respect of three days special casual leave to the workers of the Bombay Port Trust who attended workers education camps either as trainees, students, or in the capacity of lecturers organised by the union which grants its aid of the Central Board of workers' Education under the workers' Education Scheme.

4. The Sangh organised 3 days residential short-term training programme for the employees of the Bombay Port Trust. The Director, Central Board for Workers' Education, Nagpur sanctioned the programme and also granted Rs. 1916 for the same. The Training Programme was to be held from 13-3-88 to 15-3-88, at UTTAAN, District Thane. A list of 45 employees in various departments who were interested in participating in the said training programme was given to the Bombay Port Trust and it was informed that 3 days special casual leave admissible in the rules may be given to them. Necessary applications from the workers who were attending the Training Programme were forwarded to the Chief Labour Officer, Bombay Port Trust. Thereafter, the employees attended the 3 days residential short term training programme. Thereafter, the Sangh informed the Bombay Port Trust regarding the same.

5. The Bombay Port Trust did not sanction the 3 days special casual leave to the workers who attended the said programme. The Representation made by the Bombay Port Trust Union was turned out by the Bombay Port Trust. Thereafter, the attention of the Assistant Regional Labour Commissioner was also drawn to the fact. But the conciliation could not take place. The management took the contention that the workers who are the members of the Sangh are not entitled to the said benefit, it being a minority union. Ultimately, the Commissioner sent a failure report.

6. It is contended that the management had taken different attitude to different workers in respect of the 3 days special casual leave. It is discriminating between the employees. It is contended that even though the circular was issued, it was not implemented in favour of the workers of the Mazdoor Sangh who attended the Training Programme. It was issued by the Chief Labour Officer. It is discriminatory. It is prayed that it may be declared that the action of the management is unjust and improper.

7. The management filed a written statement as Exh. 3 in reply to the claim. It is contended that the Mazdoor Sangh is a minority union having about 600 workers on its roll. It is submitted that the reference is bad in law, and not tenable in view of schedule 3 of the Industrial Disputes Act. It is averred that as the dispute relates to casual leave (special) of 3 days for the 46 workers, it cannot be said to be an industrial dispute.

8. The management contended that there is no existing right in any employee to claim special casual leave as of a right. It is denied that any circular was issued by the Chief Labour Officer of the Bombay Port Trust granting 3 days special casual leave. It is denied that any unfair labour practice as alleged by the sangh is done by the management. It is averred that the letter dated 18-3-86 which was issued by the Chief Labour Officer is not applicable to all the employees of the Bombay Port Trust. It is submitted that if such a concession is given to the members of the small union, then the workers of the Trust will be effected. It is submitted that the workers are not entitled to 3 days special casual leave as alleged.

9. My Learned Predecessor framed issues at Exh. 4. The issues and my findings thereon are as follows:

ISSUES	FINDINGS
1. Whether the present reference is tenable in law?	In the affirmative
2. Whether this Tribunal has jurisdiction to entertain and decide the present reference.	In the affirmative
3. Whether the management of Bombay Port Trust, Bombay were justified in denying grant of 3 days special casual leave to 46 workmen of BPT Mazdoor Sangh for attending workers education camp (as per circular No. CLO/I/K-WES/16204 dated 18-3-1986)?	In the negative
4. If not, to what relief are the workmen entitled?	As per the order below
5. What Award?	As per the order below.

REASONS

9. None of the parties have lead any oral evidence in the matter. The parties relied upon the documents on the record. Along with the statement of claim at Exh. 8 there is a letter dated 18-3-1986 issued by the Chief Labour Officer, of the Bombay Port Trust. It is addressed to 3 unions and the Bombay Port Trust Mazdoor Sangh is not one of them.

On its basis it is tried to argue on behalf of the management that the 3 days special casual leave referred to in this letter is not applicable to the members of the Bombay Port Trust Mazdoor Sangh. I am not inclined to accept these submissions because the subject in this matter reads as follows:

"3 days' Special Casual Leave to the Port Trust Employees who attend Workers' Education Camps either as trainee students or in the capacity of lecturers organised by any union with grants-in-aid of the Central Board of Workers' Education under the Workers' Education Scheme."

10. Today, the Learned Advocate for the management produced at Exh. 15 a letter dated January 20, 1977 issued by the Chief Labour Officer to 5 unions. In this letter, paragraph 2 sub-para 3 deals with the grant of 3 days Special Casual Leave for the Workers' Education Camp. It reads as follows:

"(3) Grant of Special Casual Leave to the Port Trust Employees, who attend Workers' Education Camps, either as trainee students or in the capacity of lecturers, organised by any union, with grants-in-aid of the Central Board of Workers' Education under the Workers' Education Scheme, subject to the condition that such special casual leave shall be granted only once in a calendar year and shall not exceed 3 days.

3.9 As per the direction of the Chairman, the special casual leave for the period of study tour of the unit level class which was for 8 days sanctioned under T.R. No. 1163 of 1970 is curtailed to 5 days as the study tour is limited to 3000 kms and the period of study has been reduced from 8 days to 5 days as intimated by the Regional Director, Workers' Education Centre, Bombay.

4. As regards the ex-gratia payment of Rs. 75 to the worker-teacher who conducts a unit level class and accompanies the study tour of his class, it may be stated that an equal contribution of Rs. 75 may be borne by the union of which the worker is a member."

11. Thereafter by letter (Exh. 16) the Chief Labour Officer issued another circular to those 5 unions on May 4, 1977. It deals with the clarifications in respect of the employees who are selected for the workers Education Camp organised by the union. It is mentioned therein that 15 days notice in advance should be given to the head of the departments for avoiding disruption of the normal working of departments. After perusal of these two letters and Annexure 'A' it cannot be said that the facility of 3 days Special Casual Leave is given only to the 3 unions mentioned at Annexure 'A', or the 5 unions mentioned in the circular or letter at Exh. 15 and Exh. 16. It deals with the employees of the Bombay Port Trust and not with the employees of their union. It does not mean that as this letter is not addressed to the Bombay Port Trust Mazdoor Sangh, the members of the said union who were the employees of the Bombay Port Trust are not entitled to that benefit. What is to be seen is that the Education Camp is held according to the prescribed procedure. After the perusal of the written statement there is no averment on behalf of the management that the camp which was held by the Sangh was unauthorised. It appears from the record that it was held as per the procedure. It is also not contended by the management that the notice of 15 days in advance was not given to the management. From the statement of claim and from the written statement I find that the notice 15 days well in advance was given to the management for holding such a camp. Under such circumstance the workers of the Sangh who attended the camp are entitled to the Special Casual Leave of 3 days.

12. It is tried to argue that the third Schedule of the Industrial Disputes Act of 1947 does not deal with the special casual leave and hence it cannot be said to be an industrial dispute. After perusal of the third schedule of the Act, it can be seen that item No. 4 deals with leave with wages

and holidays. I find that the question of 3 days special casual leave is included in it. Under such circumstance, it has to be held that it is an industrial dispute.

13. It is also tried to argue that in the reference the words used "In delinquent grant of 3 days Special Casual Leave to 46 Workmen of Bombay Port Trust Mazdoor Sangh and not to the workmen of Bombay Port Trust".

I do not find any justification in this argument. From the reference, it is very clear that the members of the Mazdoor Sangh were employees of the Bombay Port Trust, who were not granted 3 days special casual leave and thereafter they raised a dispute. The jugglery of words will not help the management in cases like this.

14. For all these reasons, I record my findings on the points accordingly and pass the following order :

ORDER

1. The Management of Bombay Port Trust were not justified in denying grant of 3 days Special Casual Leave to 46 workmen of B.P.T. Mazdoor Sangh for attending Workers Education Camp (as per Circular No. LCO/L/K-WES/16204 dated 18-3-86).
2. The management is directed to grant 3 days Special Casual Leave to the 46 Workmen who attended the Education Camp.
3. No order as to costs.

dt. 9-11-94

S. B. PANSE, Presiding Officer

नई दिल्ली, 30 नवम्बर, 1994

का. आ. 3530—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मंड. ए. वि. नि. एन्ड सन्स लिमिटेड, बम्बई, के प्रबन्धन के संघटन नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अतिक्रमण, नं. 1, बम्बई के पंजाब का प्रकाशित करती है, जो केन्द्रीय सरकार को 30-11-94 का प्राप्त हुआ था।

[संख्या एल—31012/5/91—आई आर (मिस)]

श्री. एम. डेविड, डेस्क अधिकारी

New Delhi, the 30th November, 1994

S.O. 3530.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 1, Bombay, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. ABC Sons P. Ltd., Bombay and their workmen, which was received by the Central Government on 30-11-1994.

[No. L-31012/5/91-IR(Misc.)]

B. M. DAVID, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 BOMBAY

PRESENT:

Shri Justice R.G. Sindhakar, Presiding Officer.

REFERENCE NO. CGIT—67 OF 1991

PARTIES :

Employers in relation to the management of M/s. ABC & Sons P. Ltd., Bombay.

AND

Their workmen.

APPEARANCES:

For the Management : Shri Kantharica, Advocate.

For the Workmen : Shri Dongre, Advocate.

INDUSTRY : Port & Docks. STATE : Maharashtra.

Bombay dated the 14th November, 1994

AWARD

Government of India Ministry of Labour has made following reference to this tribunal for adjudication u/s. 10(1)(d) read with section 2-A of the Industrial Disputes Act, 1947.

SCHEDULE

"Whether the action of the Management of Ardeshev B. Cursetji & Sons (Pvt.) Limited—Bombay in superannuating Shri Abdulla Fakir Jambarkar (22/23) Sarang on 1-1-1990 instead on 15-07-1992 based on School Leaving Certificate entries made in Declaration and Nomination forms of Provident Fund is just, legal and proper? If not, to what relief is the workmen entitled to?"

2. Statement of claim has been filed by the workman Shri Abdulla. He states that he was appointed by memo dt. 25-4-77 it was stipulated therein that the age of retirement of the workman shall be 60 years. By letter dt. 30-11-89 he was informed that he shall retire on superannuation with effect from 1-1-1990. He was superannuated as per the said letter on 1-1-1990. It is this action of the employer i.e. styled as unjust, illegal and improper.

3. It is stated by the workman that his birth date is 15-7-1932. He had informed the employer even before the receipt of letter dt. 30-11-89 this fact. He had submitted his school leaving certificate in which his date of birth was recorded as 15-7-1932. He also mentioned this date of birth while filling in the declaration forms which he was required to submit to the Authorities under the employees provident fund scheme 1952 and the employees family pension scheme 1971. According to him he was under the impression all along that his date of birth recorded by the employer was 15-7-1932. He was therefore shocked when he received letter dt. 30-11-89 superannuating him with effect from 1-1-1990.

4. After the receipt of the letter dt. 30-11-89 the workman met and informed the concerned officer about his correct date of birth and requested him to withdraw letter dt. 30-11-89. He even clarified that the birth date stated by him while giving examination held by the Mercantile Marine Department was approximate and he was unaware of the exact birth date at that time. His request to inquire in the matter and correct the date of birth and to withdraw letter dt. 30-11-1989 was not needed and therefore he approached the General Secretary of BPT employees union who addressed letter dt. 8-12-1989 to the employer and made the necessary request. However, no inquiry was made and on the contrary he was made to retire on 1-1-1990 and reply dt. 3-1-1990 was sent to the Union.

5. Approach to the Conciliation Officer did not result in any relief and on failure report being made by the Conciliation Officer this reference has come to be made.

6. He therefore contends that the employer has not done justice to him and this is because according to him of vindictive attitude of the employer. He therefore claims the relief of compensation in the form of wages and other emoluments that he has lost as a result of premature superannuation on the basis of wrong date of birth.

7. The employer has filed written statement. Admitting that he was appointed by memo dt. 25th April, 1977 and that age of retirement was 60 years the Management states that his date of birth was recorded as 1929 and that it is too late in the day to raise a dispute about that date recorded in the year 1976. It is further stated that this was done on the basis

of the date of birth declared by the workman himself to the Mercantile Marine Department, Government of India. Accordingly on the basis of that he was scheduled to retire on 1-1-1990 on reaching the age of 60 years and he was informed accordingly by letter dt. 30th November 1989. It is the contention that he never produced any school leaving certificate prior to that date as contended by him. Even then Management did try to get the information from the principal of the school and the Tahsildar of the Taluka and did not get any reply that was however after his superannuation to find out whether any injustice has been done to him. The allegations of vindictiveness are denied.

8. A contention has been also raised that this is not an Industrial Dispute within the meaning of Sec. 2(k) of the Industrial Disputes Act.

9. I shall take up the last mentioned point first. Dispute taken up by a trade union could be Industrial Dispute even if it is of an individual workman. That is the view taken by the Supreme Court in the Central Provinces Transport Service case reported in 1957, 1 LLJ. 27. That such a dispute if taken up by the union could be an Industrial Dispute is not disputed by the Learned Advocate appearing on behalf of the employer. What he contends is that this is not a dispute which could be said to have been taken up by the Union and for that he submits that the statement of claim has been filed by the workmen and also verified by the workman and not by the General Secretary or a Office bearer of the Union. To supplement this deficiency, a statement has been filed on 15-9-1994 by Mr. Shetye for BPT employees Union and who is a General Secretary of the said Union stating that the same is being adopted by the Union. Apart from that the dispute has been espoused by the Union and that appears to be so because a copy of the reference has been sent to the General Secretary of BPTE Union and before conciliation grievance is made by the General Secretary by letter dt. 8th of December, 1989. The General Manager has also addressed a communication letter dt. 3rd June 1990 to the General Secretary of the Union. In the circumstances in my view it would not be right to say that the dispute has not been espoused by the Union and continued to be an individual dispute and therefore not an Industrial Dispute.

10. It is also contended in the written statement that it does not relate to discharge or dismissal of the workman and hence it could not be created as an Industrial Dispute within the meaning of Sec. 2(k) of the Act. I find that section 2-A could also come to the help of the workman because it says of a case where an employer not only discharges or dismisses but also retrenches or otherwise terminates the services of an Industrial workman and if a dispute over that arises it shall be deemed to be an Industrial Dispute notwithstanding that no other workman nor any union of workman is a party to the dispute. By superannuating him on a date earlier than the date on which he should have been superannuated it could be said it is a case of 'otherwise terminating the services'. In the circumstances I do not find much merit in that contention raised.

11. It is an admitted position that the workman was appointed by letter dt. 25th April 1977 and it mentions amongst other things that his age of retirement will be 60 years. It is not necessary to refer to the other terms and conditions of appointment because the management is justifying that termination on the ground that he completed 60 years and was therefore superannuated on 1-1-1990. According to the employer his birth date recorded there is 1929 and that was on the basis of a certificate issued by Government of Bombay on 23rd of February 1960. Therein column date and place of birth it is mentioned 1929. This certificate is signed by the Principal Officer Mercantile Marine Department Bombay District and as a accompaniment of the certificate of competency which is dt. 24th of November 1959.

12. As against this the workman's contention is that he was born on 15th of July 1932. According to him the certificate relied upon by the Management does not mention the date on which or the month in which he was born but only mentions the year in which he was born. According to him he was not aware of his date of birth or the

year of birth and he gave approximate year of birth. This he states on oath in his affidavit. He further states that he got a school leaving certificate and from that he could know his date of birth. A copy is produced at Ex. 'C' alongwith the statement of claim which does support him. He further states that he has informed the employer about the correct date of birth and sent the school leaving certificate he also contributed to the Provident Fund under the scheme and mentioned his date of birth in the appropriate column in the declaration and nomination form required to be given for that scheme. He has produced two such forms one of them is signed by the General Manager of the employer, company and that fact is admitted by Captain Jamnagar who filed his affidavit on behalf of the employer. The then General Manager who signed it was Shri Gazhra. The signature is below a certificate which states that the above declaration has been signed by Shri Abdula (the workman in this case) and that was done by the workman after he has read the entries/ the entries have been read over to him/by him and got confirmed by him. This appears to have been done in the year 1987 as stated by the workman in the course of his cross-examination after referring to Ex. W-1 last page of the pass book. It appears that this Provident Fund Account was transferred to Bandra Office at about that time.

13. It is true that the management has been denying that any school leaving certificate was produced by the workman prior to 30-11-89 and there is no satisfactory evidence on that point adduced by the workman to show that he has sent the certificate before that date. It is however evident that the employer was aware of the fact that the workman was mentioning his date of birth as 15-7-92 in the relevant column of date of birth in the declaration form. That was some time in the year 1987 and it should be so because the school leaving certificate now produced in this proceedings is issued on 18th of December 1985. Therefore if he had obtained this certificate in December 1985 obviously it must have been with a view to produce it before the employer or to support his contention that he was born on 15-7-1932. The employer's in action since 1987 and not trying to ascertain the exact date of birth by calling upon the workman to produce the relevant evidence in support is difficult to understand. If the workman in the circumstances believed that the management has taken note of this fact of the correct date of birth one cannot blame him. The employer in reply dated 3rd of January 1990 i.e. after the date of superannuation on 1-1-1990 informs the General Secretary of the Union that the superannuation date was fixed as per the date of birth declared by Mr. Abdula to the M.M.D. Government of India. As stated earlier it mentions only the year of birth and from this alone one could infer that the person giving that date is not aware of the exact date of birth and giving an approximate year of birth. The General Secretary has informed the Management on 8th of December 1989 that the date of birth is 15th of July 1932. He has also invited the attention of the Management to the declaration and nomination form for the employee's provident fund scheme and the date mentioned therein and the acceptance of the same by the Provident Fund Commissioner. At least in view of this letter dated 8th of December 1989 the Management should have made attempts to find out from the workman as to what material he had to support that case and not kept quiet till March 1990 to satisfy itself about the correct position by writing to the Principal of a School and to the Tahsildar. Even this attempt seems to be not in the right direction. The letter Ex. 'M-3' is addressed to the Principal Paise Fund English School and Engineer College of Science, Sangmeshwar, District-Ratnagiri. It mentions that it was understood that Shri Abdula was in that school between 1945 and 1948 and calls for school leaving certificate with particular reference to his date of birth. It mentions further that the same has to be furnished to the Provident Fund Office and that it was urgent. Now one does not know from where the management gets this information that Abdula was in that school and that too between 1945 and 1948. If one looks at the certificate Ex. 'C' it shows he joined that school in 1939 and left it in 1943. The name of that school is also different. If the employer tries to find out from principal of a school which he never attended and for a period during which he was never its student

it is very unlikely that the Management would get any reply and i.e. exactly what happened in this case. The employer states in the statement that no reply was received.

14. Similar is the position with regard to Ex. 'M-4' letter written to the Tahsildar. It is addressed to the Tahsildar at post Padave Taluka Guhagar. In fact one does not know whether this letter reached the Tahsildar because the office of a Tahsildar is at a Taluka headquarter which is Guhagar. It appears from the letter that it was sent by Registered Post A.D. Acknowledgement is not produced to show that it has reached its addressee. The letter makes an interesting reading. By this letter the employer states that the Tahsildar is informed that Shri Abdulla Fakir is also known as A. F. Jambarkar was working as a Sarang in the lunch department and there was no documentary evidence of his date of birth and requested the Tahsildar to verify its record and intimate that date of birth. The object mentioned of getting this information was to furnish that information to the Provident Fund Office. That was also again expected to be treated as urgent. Now it passes ones comprehension as to how the Tahsildar would be able to find out from his record the date of birth of one Shri Abdulla Fakir Jambarkar about whom no particulars whatsoever except the fact he was working as a Sarang in the Lunch Department of ABC and Son's are given. On the basis of this information it would be well nigh impossible for the Office of Tahsildar to trace relevant entry of birth. Not even the approximate year of birth much less the date of birth is given in that letter, the place of birth is also not mentioned. If in the circumstances no reply is received for this letter should not be surprising I therefore find that at least since after 8th of December 1989 the Management should have made genuine efforts to ascertain whether the contention raised by the workman was sound. Instead of doing that by not even calling upon him to satisfy the Management on that point the Management Superannuates him on 1-1-1990 and then informs on 3-1-1990 that on the basis of the date of birth declared by him to M.M.D. Government of India the superannuation is effected. I do not think it could be said to be proper, legal much less just.

15. I may now refer to cases cited. On behalf of the employer it has been urged that there have been latches on the part of the employee. He joined service in 1977 and took up the present issue about the correct date of birth only when he was about to be superannuated and was informed about it by the employer. It is submitted that in the given circumstances he should not be allowed to raise this issue at that late stage. Decision in the case of Union of India V/s. Harnamsingh 1993 II CLR 1903 is relied upon. That was a case in which birth date was noted in the service record in 1956. In 1991 just few months before superannuation the employee sought correction of the date of birth. His inaction for the period for 35 years precluded him from showing that the entry of his date of birth in service record was not correct. Government had fixed time limit for getting the correction made by applying and it was not done during that time. It was also not done within a reasonable time and therefore on the ground of latches or stale claim the Courts and Tribunals should refuse to entertain that grievance.

16. Another decision is in the case of the Secretary and Commissioner Home Department and others V/s. R. Kirubakaran JT 1993 (5) S.C. 404. In this case dispute was raised on the eve of superannuation about date of birth and the Courts and Tribunals are asked to be slow in granting interim relief in continuation in service unless prime facie evidence of unimpeachable character was produced. Therein it appears that the Court had granted interim relief and allowed the employee to continue in service even when he approached the Court late that is on the eve of superannuation or near about that time.

17. It is to be noted in this case that the workman had already atleast in the declaration and nomination form

mentioned his date of birth and that was some time in the year 1987. That means he did not approach for the first time the Management with the grievance about his date of birth on the eve of his superannuation Management had ample notice of his claim much earlier. Therefore the Authorities relied upon to contend that there have been latches on the part of the workman with respect do not apply.

18. It was submitted on behalf of the employer that the certificate which is now produced is also not duly proved by examining person who has signed it or any one from the school to show it has been issued by the school Authorities. In this connection reliance has been placed upon a decision in a case between Indian General Navigation and Railway Company Limited and another and their workmen reported in 1965 II LLJ Page 437. In that case Supreme Court noted that the concerned workman who had subscribed to an agreement containing the declaration about the day and date of his birth for the purposes of provident Fund Accounts on the strength of which the employer fixed his age and retired him did not go into the written box, did not plead that the date and day of his birth declared by him was result of inadvertence or mistake and the certificate relied upon by him was not satisfactorily proved. The Supreme Court in the facts and circumstances of that case held that the Tribunal was wrong. It also expressed an apprehension that in such circumstances if the contention of the workmen was accepted it would create difficulties in the way of the Management in dealing with similar problems in future and that was the main reason why the Supreme Court though it necessary to interfere with the order passed by the Tribunal in that given case.

19. As against this the Learned Advocate appearing on behalf of the workman relied upon the decision of the Calcutta High Court in the case of Shibakrishna Banerjee V/s. D.N.N.A. PO Durgapur and Ors. reported in 1990 Labour and Industrial cases 187. Therein it has been held that an order involving civil consequences must be passed after strictly adhering to the principle of Audi alteram partem i.e. person affected by the order must be given an opportunity of hearing before the order is passed. Another decision of the Bombay High Court Sukhadeva Chakha Waghmare V/s. Trustee's of Bombay Port Trust and Others reported in 1989 II 259 wherein the school leaving certificate was not accepted and birth date recorded on medical examination was preferred for superannuation. That was not approved by the High Court. The case between Surendrachandra and Inian Iron and Steel Company Ltd., and Others 1969 II LLM 904 is relied upon. There claim for correction of date of birth based on original matriculation certificate in proof of age was rejected on the ground of his failure to produce his mark sheet and admit card or letter from Ministry of External Affairs was not approved of. It was expected of the Management to held inquiry in conformity with the rules of natural and procedural justice. It is further observed once the certificate was presented the same should have been accepted until the contrary was proved by firm ground.

20. The result is that the management's action in not taking note of the date of birth in the declaration form and without inquiring into the question of correcting date of birth even thereafter and insisting on superannuating him with effect from 1st January 1990 inspite of representation date 8th of December 1989 by the General Secretary and that too without any further inquiry is not proper and legal and just. The workman is entitled to the relief that he should be deemed to have continued in service upto 14-7-1992 with all consequential benefits including wages, Award accordingly,

R. G. SINDHAKAR, Presiding Officer

नई दिल्ली, 1 दिसम्बर, 1994

का. आ. 3531.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेन्ट्रल इन्स्टीट्यूट फॉर रिसर्च आन बफालो के प्रबन्धन के संबंध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चण्डीगढ़ के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-11-94 को प्राप्त हुआ था।

[संख्या एन-42012/130/91-आई आर (डी. यू.)]

के. वी. बी. उन्नी, डेस्क अधिकारी

New Delhi, the 1st December, 1994

S.O. 3531.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publish the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Central Institute for Research on Buffaloes and their workmen, which was received by the Central Government on 30-11-1994.

[No. L-42012/130/91-IR(DU)]

K. V. B. UNNY, Desk Officer

ANNEXURE

BEFORE SHRI M. S. SULLAR, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Case No. I.D. 118/92

Sampat Vs. Central Institute for Research on Buffaloes.

For the workman.—Shri Darsban Singh.

For the management.—Shri Joginder Singh.

AWARD

Dated, the 9th November, 1994

In the wake of Industrial Dispute raised by the workman, Central Govt., vide letter No. L-42012/130/91-I.R. (D.U.) dated 20th August, 1992, referred the following dispute to this tribunal for adjudication :

“Whether the action of the management of Central Institute for Research on Buffaloes, Hissar in terminating the services of Shri Sampat w.e.f. 30-9-1986 is justified? If not, what relief the workman concerned is entitled to?”

2. The brief facts relevant for the disposal of present reference petition, are that the workman was working as Mali/Beldar with the Management of Central Institute for Research on Buffaloes, at Hissar.

His services were terminated. The workman has challenged his termination order on the ground that he had completed 240 days, but his service was terminate by the Management only to accommodate other person. According to the workman, the Management has violated the provision of Section 25-F, 25-G, 25-F and 25-N of the Industrial Dispute Act (hereinafter referred to as the Act) at the time of termination of his services. On the footing of aforesaid pleadings the workman claimed his reinstatement with all consequential service benefits.

3. The Management has contested the claim of the petitioner and filed the written statement inter-alia pleading that the workman was only a daily paid labour. He was not employed on a particular post of Mali/Beldar. According to the Management the workman had not worked for 240 days regular in a calendar year. It will not be out of place to mention here that the Management has stoutly denied the allegations of the workman and pleaded that there is no violation of any provision of law. He is not entitled for any relief. That being so the Management prayed for the dismissal of the reference petition.

4. The Management filed the written statement on 13-10-1993 and case was slated for 3-2-1994 for filing the replication and affidavit by the workman. On that date the workman did not file the affidavit and case was again adjourned. It may be added here that the workman also did not file the affidavit on 29-7-1994, 5-10-1994 and 21-10-1994. Confronted with the situation the representative of the workman made the following statement on 21-10-94 :—

“I am authorised representative of the workman. The workman does not want to prosecute the present petition which may be declined.”

5. It is now well settled that only those workmen are entitled for reinstatement and other benefits under the Act, who have completed more than 240 days of their continuous service. It was the Mandatory duty of the workman, to prove by adducing cogent evidence, that he had already worked for more than 240 days of his continuous service, before his termination. What to talk of the evidence, the workman has even badly failed to file his affidavit in support of his plea despite many opportunities. In other words he has nothing to support his case and his representative has rightly made the statement for dismissal of the reference petition.

6. In this view of the matter it is held that the workman is not entitled for any relief and reference is hereby declined. The appropriate govt. be informed accordingly

Chandigarh,

Dated : 9-11-1994.

M. S. SULLAR, Presiding Officer.

नई दिल्ली, 1 दिसम्बर, 1994

का. अ. 3532.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेंट्रल इन्स्टीट्यूट फॉर रिसर्च ऑन बफैलो के प्रबन्धन के संबंध में नियोजकों और उनके कर्मचारों के बीच, प्रमुख में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चण्डीगढ़ के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-11-94 को प्राप्त हुआ था।

[संख्या एल-42012/143/91-आईआर (डी. यू.)]

के. वी. बी. उन्नी, डेस्क अधिकारी

New Delhi, the 1st December, 1994

S.O. 3532.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publish the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Central Instt. for Research on Buffaloes and their workmen, which was received by the Central Government on 30-11-94.

[No. L-42012/143/91-IR(DU)]

K. V. B. UNNY, Desk Officer

ANNEXURE

BEFORE SH. M. S. SULLAR, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH.

Case No. I. D. 94/92

Suraj Mal Vs. Central Instt. for Research on Buffaloes

For the workman.—Sh. Darshan Singh

For the management.—Sh. Joginder Singh

AWARD

Dated the 9th November, 1994

In the wake of Industrial Dispute raised by the Workman, Central Govt., vide letter No. L-42012/143/91-I.R.(DU) dated 14th August, 1992, referred the following dispute to the Tribunal for adjudication :

“Whether the action of the management of Central Institute for Research on Buffaloes, Hissar in terminating the services of Shri Suraj Mal w.e.f. 1-3-87 is justified? If not, what relief the workman concerned is entitled to?”

2. The brief facts relevant for the disposal of present reference petition, are that the workman was working as helper with the Management of Central Institute for Research on Buffaloes, at Hissar. His services were terminated. The workman has challenged

his termination order on the ground that he had completed 240 days, but his service was terminated by the Management only to accommodate other person. According to the workman the Management has violated the provision of Section 25-F, 25-G, 25-H and 25-N of the Industrial Dispute Act (hereinafter referred to as the Act) at the time of termination of his services. On the footing of aforesaid pleadings the workman claimed his reinstatement with all consequential service benefits.

3. The Management has contested the claim of the petitioner and filed the written statement inter-alia pleadings that the workman was only a daily paid labourer. He was not employed on a particular post of helper. According to the Management the workman had not worked for 240 days regularly in a calendar year. It will not be out of place to mention here that the Management has stoutly denied the allegations of the workman and pleaded that there is no violation of any provision of law. He is not entitled for any relief. That being so the Management prayed for the dismissal of the reference petition.

4. The Management filed the written statement on 13-10-1993 and case was slated for 3-2-1994 for filing the replication and affidavit by the workman. On that date the workman did not file the affidavit and case was again adjourned. It may be added here that the workman also did not file the affidavit on 29-7-1994, 5-10-1994 and 21-10-1994. Confronted with the situation the representative of the workman made the following statement on 21-10-1994.

“I am authorised representative of the workmen. The Workman does not want to prosecute the present petition which may be declined.”

5. It is now well settled that only those workmen are entitled for reinstatement and other benefits under the Act, who have completed more than 240 days of their continuous service. It was the Mandatory duty of the workman, to prove by adducing cogent evidence, that he had already worked for more than 240 days of his continuous service, before his termination. What to talk of the evidence, the workman has even badly failed to file his affidavit in support of his plea despite many opportunities. In other words he has nothing to support his case and his representative has rightly made the statement for dismissal of the reference petition.

6. In this view of the matter it is held that the workman is not entitled for any relief and reference is hereby declined. The appropriate govt. be informed accordingly.

Chandigarh.

Dated : 9-11-1994.

M. S. SULLAR, Presiding Officer

नई दिल्ली, 1 दिसम्बर, 1994

SCHEDULE

का. आ. 3533.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार टेलीकॉम फैक्टरी, दीवोनार, बम्बई के प्रबन्ध-तंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण न. 1, बम्बई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-11-94 को प्राप्त हुआ था।

[संख्या एल-40012/181/91-आई.आर. (डी.यू.)]

के. वी. बी. उन्नी, डेस्क अधिकारी

New Delhi, the 1st December, 1994

S.O. 3533.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the award of the Central Government Industrial Tribunal No. 1, Bombay as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Telecom Factory, Deonar, Bombay and their workmen, which was received by the Central Government on 30-11-1994.

[No. L-40012/181/91-IR (DU)]

K. V. B. UNNY, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, BOMBAY

PRESENT :

Shri Justice R. G. Sindhakar, Presiding Officer.

Reference No. CGIT 64 of 1992

PARTIES :

Employers in relation to the management of Telecom Factory, Deonar, Bombay.

AND

Their Workmen.

APPEARANCES :

For the Management.—Shri Masurkar, Advocate.

For the workmen.—Shri Prabhu.

INDUSTRY : Telecommunication

STATE : Maharashtra

Bombay, dated the 2nd day of November, 1994

AWARD

Govt. of India, Ministry of Labour has made following reference for adjudication u/s. 10(1)(d) read with 2-A of the Industrial Disputes Act, 1947.

"Whether action of the employer denying the benefits of reduced working hours to Shri N. V. Avate staff No. E-637 from 45 hours to 40 hours is justified? If not, what relief should be given to them?"

2. Statement of claim and written statement thereto have been filed by the union and the management. A rejoinder has been filed on behalf of the workmen by the union.

3. Admitted position is that Shri Avate was working on the establishment of Telecom factory since 1979. He was posted in shop No. 7/2 and his duty period was fixed at 45 hours per week. It is his case that the duty hours were reduced to 37-1/2 hours and thereafter raised to 40 hours. He was however made to work for 45 hours a week and not given the benefit of overtime wages for the work done beyond 40 hours. According to him the hours of work were dependent upon the place of work and he was working in administrative building which had 40 hours of working per week under the awards and instructions.

4. The management has however contended that by reason of his appointment as a Hamal in 1979 and his posting in Shop No. 7/2 yard section under the overall control of assistant engineer (building) he was required to observe working hours of a factory. As a result of this the working hours of a Factory which were 45 hours a week were required to be put in by the present workman Shri Avate. It is admitted that the duties are allotted by the Supervisor incharge and some of them are sent to work in the various shops of the factory and section of the Administrative building for longer periods to avoid frequent change. It is also admitted that Shri Avate was allotted to attend to the work of the sections in Administrative block. In 1981 he was converted as office peon with effect from 5th August after observing the departmental rules and taking literacy test for conversion from non test category to test category. It is therefore contended that he cannot be treated as one working in the Administrative/accounts section liable to work only for 37-1/2 hours or 40 hours.

5. It has been contended in the statement of claim on behalf of the workman that he was one of the Applicants in CGIT No. 2 for recovery of house rent allowance on performing overtime by the employees working in the employer's factory observing 45 hours per week. He succeeded in that and the matter is now pending in the High Court where writ petition No. 3015 of 1992 is filed by the employer. Rule has been granted and direction to deposit the amount in Court has been given. This fact is admitted on behalf of the employer in the written statement.

6. The point that arises for consideration is whether the demand of the union is justified.

7. The order of appointment is dated 28th of July, 1979 and Annexure A. It states that Shri Avate a selected candidate is appointed as temporary office Hamal with effect from 17-7-1979 in Shop No. 7/2

for period of 2 months. It is further stated that he will observe factory working hours. That will show that he was supposed to put in 45 hours of work per week. If he works in excess of that it is obvious that he will be entitled to overtime wages and that liability to pay overtime wages for work beyond 45 hours is not disputed by the management.

8. What is further contended on behalf of the union is that by Ex. W-1 dated 22nd of August, 1981 a decision is conveyed and that decision is that of time scale clerks and other staffs attached to the various sections of the factory mentioned therein will observe working hours as 37-1/2 hours per week and that decision was to take effect from 24th August, 1981. It is further mentioned that post 1959 clerks etc. posted in Administrative accounts budget and allied sections not directly connected with production (as per the list given above) will be liable to be routed periodically with clerks etc. in other sections directly connected with production. One of the sections mentioned is cash section. This appears to have been changed. On the basis of this the contention is that since he was working in the cash section he was entitled to the benefit of this decision. The management has been contending that he was employed as a hamal and in shop No. 7/2 and he was expected to observe factory working hours. In support of this management has filed affidavit of Shri Rule who stated that he was conversant with the service conditions of the workman Shri Avate and the terms on which he was employed in the said factory. He states that the main function of the yard section was to maintain cleanliness of the factory premises, toilet blocks and the sections in the engineering and the Administrative blocks. In his capacity as sanitary inspector his duties were to maintain the cleanliness and sanitation of the factory premises including engineering and administrative blocks. In this work he was assisted by office Hamal, Saphaiwala and also Mazdoors for shifting of heavy packages cuboids etc. Shri Avate was one of the office Hamal working under him in the yard section in this factory. Shri Rule was responsible for allotting duties for all the staff working under him including the applicant. He has further stated that Shri Avate had been posted in Shop No. 7/2 yard section of the factory and his working hours were 45 hours per week as stated in his appointment order and which hours of work were coextensive with the factory hours. He then states that all office Hamals, Saphaiwala and Mazdoor in his unit were allotted duties day to day by him for cleaning entire premises irrespective of factory or administrative blocks. No staff under him was posted separately for Administrative block and the cleanliness is maintained in entire premises by the yard section of the factory. He thereafter stated that the question of Shri N. V. Avate being posted specifically for the Administrative blocks did not arise.

9. He was cross-examined and he stated that he is chageman with effect from 1976. He also stated in the cross-examination that Shri Avate was sent for work in both the building as per the requirement

for sweeping. He has been asked whether he was working in the cash section at the time he met with an accident and his answer was in the affirmative. Reference to that letter could be made at this stage and it is seen therefrom that Shri Avate was granted leave because he met with an accident while working in the cash section. It is sought to be submitted that this will show that he was working in the cash section. It is difficult to accept this submission in view of this evidence that is on record. Shri Rule has stated that for the purposes of maintaining cleanliness he was sent to the cash section. That would not show that he was posted in the cash section. It is that which will enable him to get the benefit of the decision taken in 1981 to reduce the working hours of those working in the various sections mentioned in that letter. He cannot be said to be a member of the staff attached to the section though he may work there for quite some time on being sent by his superior the sanitary Inspector.

10. Reference has been made by the union in the statement of claim to a decision given by the Learned Presiding Officer, Central Government Labour Court No. 2 Bombay (Shri P. D. Apshankar). Far from supporting the present applicant's case it appears to me that it goes against him. Therein it has been specifically conceded by the applicants that they are governed u/s. 59 of the factories Act, 1948 as they are employed in a factory and their nature of work is connected with the working of the factory. It is further stated "as per S/c. 59 of the Factories Act 1948, when a worker works in a factory for more than 9 hours a day or for a more than 48 hours a week he shall in respect of overtime work be entitled to wages at the rate of twice his ordinary rate of wages". It is further stated "the applicants were made to work for more than prescribed working hours per day or more than 45 hours per week even on Sundays and holidays from 20-8-1981 to February 1983 by the opponent on par with the Industrial staff. As such they are entitled to overtime wages on their pay and other allowances including house rent allowance". Therefore at that stage the Applicant through its union had come out with a case that the work in excess of 45 hours entitled them to overtime wages thereby conceding that they were liable to work for 45 hours a week. It is contrary to their case before CGIT No. 2.

11. I also found that the workman Shri Avate was posted in shop No. 7/2 and there expected to observe factory working hours as per his appointment order. He was deputed to work may be in the cash section of the Administrative Office but that will not go to show that he was posted there so that he could claim the benefit of those reduced working hours. Therefore though the working hours were reduced to 37-1/2 in the year 1981 and later to 40 hours in the year 1985 Shri Avate not being entitled to that benefit the management action cannot be said to be unjustified. In the circumstances he is not entitled to any relief and award accordingly.

R. G. SINDHAKAR, Presiding Officer.

नई दिल्ली, 1 दिसम्बर, 1994

का. आ. 3534.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेंट्रल इन्स्टीट्यूट फॉर रिसर्च आन बुफैलो के प्रबन्धन के संबंध निर्याजकों और उनके कर्मचारों के बीच अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण, चंडीगढ़ के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-11-94 को प्राप्त हुआ था।

[संख्या एल-42011/41/92—आई. आर. (डी. यू.)]

के. वी. बी. उन्नी, डेस्क अधिकारी

New Delhi, the 1st December, 1994

S.O. 3534.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Central Institute for Research on Buffaloes and their workmen, which was received by the Central Government on 30-11-94.

[No. L-42011/41/92-IR(DU)]

K. V. B. UNNY, Desk Officer

ANNEXURE

BEFORE SHRI M. S. SULLAR, PRESIDING OFFICER, CENTRAL GOVERNMENT, INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

I.D. Case No. 109/94

Anil Kumar & Tej Parkash Vs. Central Instt. for Research Buffaloes.

For the workmen : Shri Darshan Singh.

For the management : Shri Joginder Singh.

AWARD

Dated, 9th November, 1994

In the wake of Industrial Dispute raised by the workmen, Central Government, vide letter No. L-42011/41/92-I.R. (D.U.) dated 16-12-93, referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Central Instt. for Research on Buffaloes, Hissar in paying the wages of un-skilled labour to S/Sh. Anil Kumar and Tej Parkash and taking the job of skilled labour i.e. technician w.e.f. November, 1988, is just, fair and legal. If not, what relief the workmen concerned are entitled to?"

2. The reference was regd. on 17-1-1994 and Sh. Arvind Kumar, the then Learned Presiding Officer, issued notice to the parties for 15-3-1994, vide his order dated 25-1-1994. The case was fixed for 21-10-1994, for filing of the statement of claim by the workmen, but instead of filling the Statement of claim the representative of the workmen has made the following statement.

"I am authorised rep. of the workmen. I do not want to prosecute the present reference which may be declined."

3. Thus, it would be seen that even the workmen have failed to file their statement of claim. Confronted with the situation the representative of the workmen has rightly made the statement for dismissal of the reference/petition. In this view of the matter, it is held that the workmen are entitled for any relief. The reference/petition is hereby declined. The Appropriate Government be informed accordingly.

CHANDIGARH.

Dated : 9-11-1994.

M. S. SULLAR, Presiding Officer

नई दिल्ली, 1 दिसम्बर, 1994

का. आ. 3535.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेंट्रल इन्स्टीट्यूट फॉर रिसर्च आन बुफैलो के प्रबन्धन के संबंध निर्याजकों और उनके कर्मचारों के बीच अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चंडीगढ़ के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-11-94 को प्राप्त हुआ था।

[संख्या एल-42012/118/91—आई. आर. (डी. यू.)]

के. वी. बी. उन्नी, डेस्क अधिकारी

New Delhi, the 1st December, 1994

S.O. 3535.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Central Institute for Research on Buffaloes and their workmen, which was received by the Central Government on 30-11-94.

[No. L-42012/118/91-IR(DU)]

K. V. B. UNNY, Desk Officer

ANNEXURE

BEFORE SHRI M. S. SULLAR, PRESIDING OFFICER, CENTRAL GOVERNMENT, INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Case No. I.D. 106/92

Bhudev Vs. Central Instt. for Research on Buffaloes.

For the workman : Sh. Darshan Singh.

For the management : Sh. Joginder Singh.

AWARD

Dated : the 9th November, 1994

In the wake of Industrial Dispute raised by the workman, Central Government, vide letter No. L-42012/118/91-I.R. (D.U.) dated 20th August, 1992,

referred the following dispute to this tribunal for adjudication :

“Whether the action of the management of Central Institute for Research on Buffaloes, Hissar in terminating the services of Shri Bhudev w.e.f. 1-9-90 is justified? If not, what relief the workmen concerned is entitled to?”

2. The brief facts relevant for the disposal of present reference petition, are that the workman was working as Beldar with the Management of Central Institute for Research on Buffaloes, at Hissar. His services were terminated. The workman has challenged his termination order on the ground that he had completed 240 days, but his service was terminated by the Management only to accommodate other persons. According to the workman, the Management has violated the provision of Section 25-F, 25-G, 25-H and 25-N of the Industrial Dispute (hereinafter referred to as the Act) at the time of termination of his services. On the footing of aforesaid pleading the workman claimed his reinstatement with all consequential service benefits.

3. The Management has contested the claim of the petitioner and filed the written statement inter alia, pleadings that the workman was only a daily paid labourer. He was not employed on a particular post of Beldar. According to the Management the workman had not worked for 240 days regularly in a calendar year. It will not be out of place to mention here that the Management has stoutly denied the allegations of the workman and pleaded that there is no violation of any provision of law. He is not entitled for any relief. That being so the Management prayed for the dismissal of the reference petition.

4. The Management filed the written statement on 13-10-1993 and case was slated for 3-2-1994 for filing the replication and affidavit by the workman. On that the workman did not file the affidavit and case was again adjourned. It may be added here that the workman also did not file the affidavit on 29-7-1994, 5-10-1994 and 21-10-1994. Confronted with the situation the representative of the workman made the following statement on 21-10-1994.

“I am authorised representative of the workman. The workman does not want to prosecute the present petition which may be declined.”

5. It is now well settled that only those workmen are entitled for reinstatement and other benefits under the Act, who have completed more than 240 days of their continuous service. It was the mandatory duty of the workman, to prove by adducing content evidence, that he had already worked for more than 240 days of his continuous service, before his termination. What to talk of the evidence, the workman has even badly failed to file his affidavit in support of his plea despite many opportunities. In other words he has nothing to support his case and his representative has rightly made the statement for dismissal of the reference petition.

6. In this view of the matter it is held that the workman is not entitled for any relief and reference is hereby declined. The appropriate government be informed accordingly.

CHANDIGARH.

Dated : 9-11-1994.

M. S. SULLAR, Presiding Officer.

नई दिल्ली, 6 दिसम्बर, 1994

का.आ. 3536.—कर्मचारी भविष्य निधि एवं प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) की धारा 16 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय के का. आ. सं. 2381 दिनांक 8-9-1989 की अधिमूचना के क्रम में, केन्द्रीय सरकार की यह राय है कि कतिपय ऐसे प्रतिष्ठानों की, जो सोसाइटी पंजीकरण अधिनियम, 1860 (1860 का 21) के तहत अथवा किसी राज्य में सोसाइटियों के पंजीकरण के सम्बन्ध में कुछ समय के लिए प्रभावी किसी अन्य कानून के तहत पंजीकृत हैं और जो प्रमुखतः केन्द्रीय सरकार अथवा राज्य सरकारों से प्राप्त सहायता अनुदान पर चल रहे हैं, की परिस्थितियों पर ध्यान देते हुए ऐसा किया जाना आवश्यक और समीचीन है, एतद्वारा उक्त श्रेणी के प्रतिष्ठानों को पहले उक्त अधिनियम की परिधि से 22 मितम्बर, 1994 से अगले एक वर्ष के लिए छूट प्रदान करती है बशर्ते कि ऐसी सहायता अनुदान में नियोजक की भविष्य निधि में नियोजक के अंशदान से संबंधित देयता को पूरा करने के प्रयोजनार्थ कोई राशि शामिल नहीं हो।

[सं. एस.-35011/4/94-एस.एस.-II]

जे. पी. शुक्ला, सचिव

New Delhi, the 6th December, 1994

S.O. 3536.—In exercise of the powers conferred by sub-section (2) of Section 16 of the Employees Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952) and in continuation of the Notification of the Government of India in the Ministry of Labour S.O. No. 2381 dated 8-9-1989, the Central Government being of opinion that having regard to the circumstances of certain establishments registered under the Societies Registration Act, 1860 (21 of 1860) or under any other law for the time being in force in any State relating to registration of societies which are being run mainly on grants-in-aid received from the Central Government or the State Governments, it is necessary and expedient so to do, hereby exempts the said class of establishments from the operation of the first mentioned Act for a further period of one year with effect from the 22nd September, 1994 subject to the condition that such grants-in-aid do not include any amount for the purpose of meeting the liability of the employer towards the employer's contribution to the Provident Fund.

[No. S-35011/4/94-SS.II]

J. P. SHUKLA, Under Secy.